**MEDIATION AGREEMENT**

THIS AGREEMENT dated ............................................................................IS MADE BETWEEN

**Participant A**

...................................................................... of ……………………………………………………………………

**Participant B**

...................................................................... of .....................................................................

(together referred to as ‘**the Participants**’)

**The Mediator**

**Martyn Haines MEDIATE DISPUTES** ........................................................................ of ......................................................................

at ....................................................................................................................................................

(**‘the Mediation’**)

IT IS AGREED by those signing this Agreement THAT:

**The Mediation**

1. The Participants agree to attempt in good faith to settle their dispute at the Mediation.

**Authority and status**

1. The person signing this Agreement on behalf of each Participant warrants having authority to bind that Participant and all other persons present on that Participant’s behalf at the Mediation, [or any part thereof], to observe the terms of this Agreement, and having authority to bind that Participant to the terms of any settlement.
2. The Mediator shall not be liable to the Participants 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**

1. Every person involved in the Mediation:
   1. will keep confidential all information arising out of or in connection with the Mediation, including the terms of any settlement, unless otherwise agreed by the Participant in writing but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and
   2. acknowledges that all such information passing between the Participant, and the Mediator, however communicated, is agreed to be without prejudice to any Participant’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.
2. Where a Participant 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 Participant or person without the consent of the Participant disclosing it.
3. The Participants understand that the Mediator will not give legal advice and agree that they will not make any claim against the Mediator in connection with this Mediation. The Participants will not make an application to call the Mediator 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 out of or in connection with their dispute and the Mediation; nor will the Mediator agree to act as a witness, expert, arbitrator or consultant in any such process. If any Participant does make such an application (as listed above), that Participant will fully indemnify the Mediator 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 an application.

**Settlement formalities**

1. 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 Participants.

**Fees and costs of the Mediation**

1. The Participants will be responsible for the fees and expenses of the Mediator (‘the Mediation Fees’) in accordance with Schedule 1 attached to this Agreement including any provision for additional hours if the mediation process extends beyond the allocated hours.
2. Unless otherwise agreed by the Participants, each Participant agrees to share the Mediation Fees equally and to bear its own legal and other costs and expenses of preparing for and attending the Mediation. However, each Participant further agrees that any court or tribunal may treat both the Mediation Fees and each Participant’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**

1. 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.
2. 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.

**Complaints**

1. The Mediator agrees that any complaint in respect of his conduct in the Mediation may be submitted to the Civil Mediation Council (CMC) to be determined in accord with its complaint’s procedure.

**Signed**

Participant A....................................................................................................................................................

[Sign and Print Name]

Participant B....................................................................................................................................................

[Sign and Print Name]

Mediator ....................................................................................................................................................

**SCHEDULE 1**

**MEDIATION FEE**

**Fixed Fee Mediation for disputes below £50,000**

**Two Party Mediations (All fees per party and exclusive of VAT)**

**Amount being claimed Fees per party Length of session**

**£2,500 or less £75 1 hour – telephone / video mediation only**

**£2,500 up to £ 5,000 £125 2 hours – telephone / video mediation only**

**£5,000 up to £15,000 £320 3 hours**

**£15,000 up to £50,000 £445 4 hours**

**Each additional hour is charged £100 per party**

**Fixed Fee Mediation for disputes over £50,000**

**All fees per party and exclusive of VAT**

**Amount being claimed Fees per party per day of 8 hours Hourly rate after 8 hours**

**£50,000 up to £100,000 £1,000 £100**

**£100,000 up to £250,000 £1,100 £120**

**£250,000 up to £500,000 £1,250 £150**

**£500,000 up to £1,000,000 £1,500 £180**

**Over £1,000,0000 £2,000 £200**

**Fees for half day mediation, i.e. four hours can be arranged at two thirds of the daily rate.**

**Mediation preparation fee will be charged at 3 hours of applicable hourly rate.**

**Travel costs including hotel expenses and hire of premises will be charged at cost and divided equally between the parties for payment. Travel time, if applicable, will be charged at an agreed cost.**

**Mediation fees will be paid within 10 days of the mediation date.**