

## MEDIATION AGREEMENT

### Mediation

Mediation is a non-adversarial procedure in which a neutral, specially trained professional assists the parties in reaching a settlement of a dispute or difference. The mediator avoids being judgmental, but rather employs techniques, which facilitate constructive and productive negotiations. Throughout, the parties and their advisers remain in complete control and ultimately decide whether and how a case will be settled. In the event that the parties agree to settle, that settlement will be documented in a form which will become binding and legally enforceable.

The mediation session normally begins with a brief joint meeting at which the parties summarise their respective positions and highlight key facts and issues. Thereafter the mediator conducts a series of private conferences with each party during which the arguments, claims, defences, responses and settlement positions are discussed and analysed.

The parties are encouraged to consult with their legal and other advisers before and during the mediation and before finalising a settlement. The mediator at no time acts as legal adviser to any of the parties.

### The Agreement

The undersigned parties hereby agree to participate in mediation provided by *In Place of Strife*, in accordance with the following terms:

- 1 Whilst it is recognised that mediation is a voluntary process and that the mediator will not and cannot compel the parties to settle, nor even to continue negotiating, the parties agree to participate in negotiations in good faith with the aim of achieving a settlement.
- 2 The parties agree to have present at the mediation such persons as are authorised to agree settlement terms.
- 3 The parties agree that every person involved in the mediation will keep confidential:
  - a) the fact that the mediation is to take place or has taken place other than to inform a court dealing with any litigation relating to the dispute of that fact; and

- b) all information, whether oral, written or otherwise, produced for or at the mediation, including the terms of any settlement agreement arising from it;

provided that nothing in this clause prevents the parties (including the mediator) discussing the mediation with the parties' professional advisers and/or insurers, or any party or the mediator making disclosure to any relevant authority or person, whether under the Proceeds of Crime Act 2002 and/or under any Regulations relating thereto, if obliged to do so by law.

4 The parties agree that:

- a) all offers, promises, conduct and statements made in the course of the mediation proceedings are inadmissible in evidence in any litigation or arbitration;
- b) any agreement reached at or following the mediation shall not be binding on the parties unless it is recorded in writing and signed by the parties and/or their authorised representatives;
- c) they will not call the mediator or any representative of *In Place of Strife* as a witness, nor require the production of records or notes relating to the mediation;
- d) no recording or transcript will be made at the time of the mediation.

Note: Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable simply as a result of its use in the mediation.

5 Neither the mediator nor any co-mediator nor assistant mediator nor *In Place of Strife* shall be liable to the parties for any act or omission in connection with the services provided.

Signed:

Date: