

MEDIATION AGREEMENT

THIS AGREEMENT dated _____ is made between

1) Party A [_____]
of _____

2) Party B [_____]
of _____

Together referred to as “the Parties “).

3) The Mediator John Emmett Price

4) The Assistant Mediator _____

in relation to a mediation to be held at Willington Rise, Common Lane, Kelsall, Tarporley, Cheshire. CW6 0PY

on _____

commencing at 10.00 a.m. (“the Mediation”)

concerning a dispute between the Parties in relation to

Those attending the Mediation will be

.....
for
and

.....
for

The persons attending with full authority to settle the dispute are

.....
for and
for

IT IS AGREED by those signing this Agreement THAT:

The Mediation

1. The Parties agree to attempt in good faith to settle the Dispute at the Mediation.
 - (a) On a date to be agreed by the parties or, if no prior date is agreed, on the day 7 days prior to the Mediation, the Parties will submit to the Mediator and will simultaneously exchange copies of brief written position statements and relevant core documentation. If either party wishes to send the mediator, in addition, a confidential position statement they may do so. If possible the parties' representatives will agree a joint set of documents.
 - (b) Procedure at the Mediation will be determined by the Mediator, in consultation with the Parties.
 - (c) The Mediation will continue during the day(s) agreed until agreement is reached or one of the Parties withdraws from the Mediation or the Mediator is of the view that further efforts at mediation would not be worthwhile.

Authority and status

2. The person signing this Agreement on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party's behalf at the Mediation to observe the terms of this Agreement, and also having authority to bind that Party to the terms of any settlement.
3. The Mediator is an independent contractor and is not an agent for any of the Parties in relation to the Dispute or this Agreement. The Parties acknowledge that in acting under this agreement the Mediator is not 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.
4.
 - (a) Neither the mediator nor J E Price Ltd/J E Price Associates shall be liable to the Parties or either/any of them for any act or omission whatsoever in connection with the services to be provided.
 - (b) The parties shall indemnify the mediator and J E Price Associates in respect of any actions brought by third parties as a result of J E Price acting as mediator.
 - (c) Nothing in this contract confers or purports to confer on any third party any benefit or any right to enforce any terms of this contract and no term of this agreement may be enforced solely by virtue of Section 1 of the Contracts (Rights of Third Parties) Act 1999.
 - (d) Notwithstanding anything to the contrary and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the liability of J E Price/J E Price Ltd t/a J E Price Associates (JEPA) under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall not exceed the amount, if any, recoverable by JEPA by way of indemnity against the claim in question under professional indemnity insurance taken out by JEPA and in force at the time that the claim, or if earlier circumstances that may give rise to the claim, is or are reported to the insurers in question.

Confidentiality and without prejudice status

5. Every person involved in the Mediation:
 1. Will keep confidential all information arising out or in connection with the Mediation, including the fact and terms of any settlement, but not:-
 1. The fact that the Mediation is to take place or has taken place
 2. Where disclosure is required by law to implement or to enforce terms of settlement.

3. When all the parties consent to disclosure
4. When the mediator considers there is a serious risk to the life or safety of any person if information is not disclosed.
5. When the mediator considers there is a risk of his being subject to criminal proceedings unless the information in question is disclosed.
2. Acknowledges that all such information passing between the Parties and the Mediator, however communicated, is agreed to be without prejudice to any Party'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.
6. Where a party 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 Party or person without the consent of the Party disclosing it, unless required by law to make disclosure.
7. The Parties will not call the Mediator as a witness, nor require him to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising from or in connection with the Dispute and the Mediation; nor will the Mediator act or agree to act as a witness, expert, arbitrator or consultant in any such process.
8. No verbatim recording or transcript of the Mediation will be made in any form.

Settlement Formalities

9. When an agreement is reached between the Parties, Heads of Agreement will if appropriate and required by the Parties be prepared and signed by the Parties. The Parties shall 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.

Fees and costs of the Mediation

10. The Parties will be responsible for the fees and expenses of the Mediator ("the Mediation Fees") in accordance with his terms and conditions current at the date of this Agreement.
11. Unless otherwise agreed by the Parties and the Mediator, each Party agrees to share the Mediation Fees and expenses equally and also to bear its own legal and other costs and expenses of preparing for and attending the Mediation ("each Party's Legal Costs"). However, each Party further agrees that any court or tribunal may treat both the Mediation Fees and each Party'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 the Dispute. Until payment is received in full the parties shall be jointly and severally responsible for all the mediator's fees and expense. Fees and expenses are to be paid by not later than 7 days prior to the date of the mediation.
12. If the parties settle their disputes prior to the mediation meeting the Mediator will still be entitled to charge for his time expended and expenses incurred.
Legal status and effect of the Mediation
13. Any contemplated or existing litigation or arbitration in relation to the Dispute may be started or continued despite the Mediation, unless the Parties agree or a Court orders otherwise.
14. 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.
15. 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 the Dispute does not settle through the Mediation, the Parties' right to fair trial remains unaffected.

