

**Oxfordshire Mediation Group  
MEDIATION AGREEMENT**

This agreement is made on [date] between [name] (the mediator), [name] (the assistant mediator) and the parties set out below.

The Parties are:

(Party A)

(Party B)

The parties agree that :

**Mediator**

1) (Name)..... will be the mediator and .....will be the assistant mediator. Where the mediator is referred to in this agreement, that term shall where appropriate include both the mediator and the assistant mediator.

**Role of mediator**

2) The mediator will:

- a) attend any meetings or discuss the mediation on the telephone with any or all of the parties preceding the mediation if requested to do so or if the mediator decides that this is appropriate;
- b) read before the mediation all the documents sent to him/her;
- c) chair, and determine the procedure for, the mediation;
- d) assist the parties to try to settle the dispute which has arisen between them

3) The parties understand that the mediator is independent and is not a judge or employed by or acting as a representative of Her Majesty's Courts Service. 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**

- 4) Each of the parties will prepare and send to the mediator and the assistant mediator and all other parties:
  - a) a brief summary setting out its position in relation to the dispute and;
  - b) any documents to which that party wishes to refer at the mediation .
- 5) The summary and the documents shall be sent to the mediator and the assistant mediator and to the other parties not less than 7 days before the mediation or on such other date as the mediator and the parties may agree.
- 6) Each party can give to the mediator further information or documents which are not to be disclosed to the other parties and in the case of documents such documents shall clearly be marked that they are confidential to the mediator and the assistant mediator.

### **Conduct of the Mediation**

- 7) The mediator shall decide how the mediation is to be conducted and what papers are to be read.
- 8) The mediation will take place at [place] on [date].
- 9) No transcript or recording shall be made of the mediation or any part of it.
- 10) 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 all the parties.

### **Authority**

- 11) Each 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.
- 12) 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 parties and the mediator prior to the date of the mediation.
- 13) 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**

- 14) 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.
- 15) 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.
- 16) 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 15 above. Each such person shall also sign the mediation agreement and agrees to be bound by clause 15 above.
- 17) 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.
- 18) Paragraphs 15 and 17 shall not apply to the mediator if and to the extent that (as appropriate):
  - a) All parties consent to disclosure;
  - b) The mediator reasonably considers that there is serious risk of significant harm to the life or safety of any person if the information in question is not disclosed;
  - c) The mediator is required to make any disclosure by law.
- 19) None of the parties shall call the mediator or assistant 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 and assistant mediator shall not so act voluntarily without the written consent of all the parties.

## **Costs**

- 20) Each party will bear its own costs of the mediation. This does not prevent the parties reaching a different agreement as to the costs of the case (including the costs of the

mediation) at the mediation, and is subject to any order the Court may make as to costs if a settlement is not agreed.

**The Mediator's Fee**

21) By signing this Agreement the parties (or their legal advisers if they have signed on behalf of the parties) undertake to pay direct to the mediator the appropriate fee for the mediation at the following rates:

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22) The above fees include the mediator's travelling time and up to [ ] hours preparation for the mediation.

23) If during a mediation, it becomes apparent that the amount in dispute is higher than that previously discussed with either the NMH adviser or the Oxfordshire Mediation Group or the mediator, the mediator shall be entitled to invoice the relevant party(ies) for the additional mediation fees payable either (a) on the basis of the published charging rates for the Oxfordshire Mediation Group for a dispute of that amount, or (b) if there is no such published charging rate, on the basis that the mediator will charge an hourly rate of [ ] for both preparation and attendance at the mediation.

24) The parties are liable for and will pay (in addition to the above fees) any cost incurred in providing the venue for the mediation.

**Ending the mediation**

25) The mediator, or either of the parties, may end the mediation at any time without giving a reason.

**This Agreement**

26) This Agreement shall not be binding until each party (or their representative) and the mediator signs a copy of it

We agree to the above terms and conditions

(a) Claimant .....  
Address .....

.....  
.....  
Signed .....

Dated.....

(b) Defendant.....

Address .....

.....

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Signed .....

Dated.....

(c) Mediator.....

Signed .....

Dated.....

(d) Assistant Mediator.....

Signed.....

Dated.....