

## Mediation Agreement

## Mediation Agreement

THIS AGREEMENT dated ..... (or if signed electronically, as of the date the last signatory affixed their electronic signature below]

IS MADE BETWEEN

**Party A**

**Party B**

(each “**a Party**” and together referred to as “**the Parties**”)

and

Laurence Katz (“**the Mediator**”) for and on behalf of LMKatz Dispute Solutions Limited, International House, 36-38 Cornhill, London, EC3V 3NG

(together the principal participants of “**the Mediation**” scheduled for the date of... starting at ....)

IT IS AGREED by those signing this Agreement THAT:

### “The Mediation”

1. The Parties agree to attempt in good faith to settle during the Mediation all matters in dispute between them concerning [.....] (“**the Dispute**”). The Parties appoint the Mediator and agree to participate in the Mediation, and the Mediator agrees to conduct the Mediation, in accordance with this Agreement.
2. The Terms and Conditions of Laurence Katz Mediation current at the date of this Agreement (which are at [www.laurencekatzmediation.com](http://www.laurencekatzmediation.com)) are incorporated into this Agreement. If there is any conflict between those Terms and Conditions and this Agreement, the terms of this Agreement shall prevail.
3. The Mediation will commence, and the terms of this Agreement will apply from, the moment

that the Mediator first communicates with either of the Parties and will continue until the date agreed by the Mediator and the Parties.

4. The Mediation may take place in person, remotely using telephone or video conferencing technology, or any combination of these as agreed by the Parties and the Mediator.

#### **Online/Remote Mediations**

5. The Parties agree that for the purposes of the Mediation, the Mediator will be the host and/or organiser of any video conferencing software used.

#### **Authority**

6. As to authority:
  - 6.1 The person signing this Agreement on behalf of each Party warrants that they have authority to bind that Party to the terms of this Agreement.
  - 6.2 Each Party warrants that a person with authority to settle will participate in the Mediation.

#### **Consulting with legal advisers**

7. A party is not required to have legal representation in order to take part in a mediation. If a Party is not legally represented, they are recommended to obtain independent legal and tax advice before, during and after the Mediation and prior to finalising any agreement reached pursuant to the Mediation.
8. The Mediator does not offer legal advice or act as a legal adviser to any of the Parties to the Mediation and is not obliged to analyse or protect any Party's position or rights.

#### **Confidentiality and without prejudice status**

9. Each Party shall ensure that Mediation participants attending on their behalf are informed and agree to the confidentiality provisions set out in clause 10 of this Agreement.
10. Every person involved in the Mediation:
  - 10.1 will keep confidential all information arising out of or in connection with the Mediation, including but not limited to communications relating to the set-up and scheduling of the Mediation, the discussions leading up to and at the Mediation, and any communication by or through the Mediator after the termination of the Mediation but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, to prevent physical harm to self or to others, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants.
  - 10.2 agrees that all such information passing between the Parties and the Mediator, however communicated, is 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.

10.3 will not make, or make any attempt to make, any audio or video recording or transcript of any part of the Mediation.

10.4 will ensure that where the Mediation or a portion thereof is taking place using video conferencing software or other remote means of communication, the only person(s) present in the room where the computer, phone or other communication device is located will be those persons notified in writing as attending to the Mediator.

11. Where a Party privately discloses to the Mediator any information or document in confidence before, during or after the Mediation, the Mediator will not disclose that information or document to any other Party or person without the consent of the Party disclosing it, except where disclosure is required by law or to prevent physical harm to any person.

#### **Provision of information before the Mediation**

12. At least 7 days before the Mediation, each Party will send to the Mediator in confidence:

12.1 a concise summary (usually no more than 10 pages) which states its position in the Dispute, and which may also outline what it hopes to achieve in the Mediation (“**Summary**”).

12.2 documents which are referred to in the Party’s Summary or which are otherwise considered likely to assist the Mediator.

13. The Parties are encouraged to exchange Summaries and to prepare and agree a joint bundle of documents although they are not obliged to do so.

14. If a Party wishes to send to the Mediator further information or documents in confidence, any such further information or documents must be marked as being strictly confidential to the Mediator.

#### **Settlement formalities**

15. No terms of settlement reached at the Mediation will be legally binding until set out in writing and agreed to either in writing (including by email) or by wet or electronic signature, by or on behalf of each of the Parties.

#### **Fees and expenses**

16. The Parties will pay the fees and expenses of Laurence Katz Mediation (“**the Mediation Fees**”) in accordance with the Terms and Conditions of Laurence Katz Mediation current at the date of this Agreement (which are at [www.laurencekatzmediation.com](http://www.laurencekatzmediation.com)) including any additional fees and expenses if the Mediation lasts longer than the initial period of up to [4/7] hours scheduled for the Mediation (“**the**

**Scheduled Period”).**

17. The Mediation Fees shall consist of:

17.1 the deposit of £[...] plus VAT payable for the Scheduled Period (to include all preparation time).

17.2 an additional £[...] plus VAT for each hour (or part thereof) by which the Mediation exceeds the Scheduled Period.

18. The Parties will inform the Mediator, either before or during the Scheduled Period for the Mediation, if they do not wish to continue the Mediation beyond the Scheduled Period.

19. Unless otherwise agreed by the Parties (and, in relation to the Mediation Fees, the Mediator) in writing, each Party agrees to share the Mediation Fees 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 their dispute.

**Liability of the Mediator**

20. Neither the Mediator nor LMKatz Dispute Solutions Limited shall be liable to the Parties for any act or omission in relation to the Mediation, including the use and operation of the video conferencing platform, unless the act or omission is proved to have been fraudulent or to have involved wilful misconduct.

21. The Parties understand that the Mediator does not give legal advice and agree that they will not make any claim against the Mediator or against LMKatz Dispute Solutions Limited in connection with this Mediation. The Parties 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. The Mediator will not agree to act as a witness, expert, arbitrator or consultant in any such process. If any Party does make such an application (as listed above), that Party will fully indemnify the Mediator and LMKatz Dispute Solutions Limited in respect of any costs incurred 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.

**Conclusion of the Mediation**

22. The Mediation shall end:

22.1 if a written settlement agreement is entered into in accordance with Clause 10 of this Agreement.

22.2 if either of the Parties withdraws from the mediation by giving written notice to that effect to the Mediator and to each other Party. Any Party wishing to do this will give the Mediator at least 5 minutes notice of their intention to do this.

22.3 If the Mediator decides that continuing the Mediation is unlikely to result in a settlement or that it is undesirable or inappropriate for any other reason to continue with the Mediation.

**Applicable law and Jurisdiction**

23. 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.

24. The referral of the dispute to 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.

**Changes to this Agreement**

25. Any changes to this Agreement must be agreed in writing by the Parties and the Mediator.

**Signed**

Party A .....  
[Sign and Print Name]

Party B .....  
[Sign and Print Name]

Mediator .....  
Laurence Katz, for and on behalf of LMKatz Dispute Solutions Limited trading as Laurence Katz Mediation

**SCHEDULE OF ATTENDEES AND CONFIDENTIALITY AGREEMENT**

To be signed by the Parties, their legal representatives and any other advisors, the Mediator, any Observer and any person attending the Mediation at the invitation of either or any of the Parties.

For any person who has not also signed the Mediation Agreement: As I am not a party to the Mediation Agreement, I agree to be personally bound by Clause 10 of the Mediation Agreement in relation to confidentiality.

**NAME AND ROLE AT MEDIATION**

**SIGNATURE**