



Mediation Agreement

This Agreement is made between:

Participant 1:

[Full name and address of Participant 1]

Participant 2:

[Full name and address of Participant 2]

(Participant 1 and Participant 2 are referred to together in this Agreement as the '**Participants**'.)

The Mediator:

[Full name]

c/o Vestia Mediation, Unit 82a, James Carter Road, Mildenhall, England, IP28 7DE

Mediation Provider:

Concibrium Limited (Company No. 16043891) of Unit 82a, James Carter Road, Mildenhall, England, IP28 7DE, trading as **Vestia Mediation** ('**Vestia**').

Agreement to mediate

1. The Participants have agreed to try and resolve their dispute through mediation facilitated by the Mediator and administered by Vestia on the terms set out in this Agreement (the '**Mediation**').
2. The Mediator will conduct the Mediation on the terms set out in this Agreement.
3. Participation in the Mediation is voluntary. Each Participant confirms that they are participating of their own free will and in good faith with a genuine intention to attempt to settle their dispute.
4. Either Participant, or the Mediator, may withdraw from the Mediation at any time by giving written notice to all other participants. Withdrawal does not affect the confidentiality obligations or any other provisions of this Agreement that are intended to survive termination.

Authority to settle

5. Each Participant warrants that the person signing this Agreement has authority to bind that Participant to its terms.
6. Each Participant confirms that at least one representative attending the Mediation will have full authority to agree a binding settlement of the dispute without the need to seek further approval.
7. Where a Participant requires the consent of a third party (such as an insurer or board of directors) to settle, that Participant must notify the Mediator and the other Participant of this requirement as soon as reasonably practicable.

Date, time, place and duration of the Mediation

8. The date, time and place of the Mediation (the 'Mediation Day') shall be agreed between the Participants and the Mediator.

OR

The Mediation shall take place at [time] on [date] (the 'Mediation Day') at [location].

9. The Mediation shall be scheduled for [half a day, being a period of four (4) consecutive hours OR a full day, being a period of eight (8) hours] (the 'Scheduled Duration'). The Mediation (which will include any additional hours after the Scheduled Duration) shall be treated as running continuously, with no deduction for lunch.

10. The Mediation may be conducted in person, by video conference, by telephone, or by any combination of these, as agreed between the Participants and the Mediator.

11. Where the Mediation is to take place in person, the Participants shall be responsible for booking and paying for the venue unless otherwise agreed with the Mediator and/or Vestia.

12. Where the Mediation is conducted remotely:

- a. the Mediator will act as host of any video conferencing platform used unless otherwise agreed;
- b. each Participant undertakes to ensure that only those persons whose attendance has been notified to all other participants are present in the location from which they connect; and
- c. the Participants shall ensure that all persons attending the Mediation have the equipment and software needed to enable them to fully engage in the Mediation.

Role of the Mediator

13. The Mediator is and will remain independent and impartial throughout the Mediation. The Mediator has disclosed to each Participant, prior to signing this Agreement, any prior dealings with either Participant that the Mediator is aware of.

14. The Mediator will facilitate discussions between the Participants with a view to assisting them to reach a mutually acceptable resolution. The Mediator will not make decisions for the Participants, determine the merits of the dispute, or impose any outcome.

15. The Mediator does not provide legal advice and nothing said by the Mediator during the Mediation should be construed as legal advice. Each Participant is responsible for obtaining their own independent legal advice should they wish to do so.

16. If, at any stage before or during the Mediation, circumstances arise that might reasonably affect the Mediator's impartiality, the Mediator will disclose this promptly to all Participants.

Conduct of the Mediation

17. The Mediator will manage the Mediation process as they consider appropriate having regard to the circumstances of the dispute and the wishes of the Participants. This may include:

- a. requesting that each Participant provide written summaries of their position and relevant supporting documents in advance of the Mediation Day;
- b. conducting preliminary discussions with each Participant individually before the Mediation Day; and
- c. holding private sessions with each Participant during the Mediation.

18. Each Participant may be accompanied by legal representatives or other advisers. The identity of all attendees must be notified to the Mediator and all other Participants in advance of the Mediation Day.

19. Each Participant, and their representatives and attendees, undertake to act in good faith throughout the Mediation and to comply with reasonable requests made by the Mediator.

20. Nothing in this Agreement affects or limits any Participant's existing legal rights in relation to the dispute, save to the extent that those rights are addressed in any settlement reached at the Mediation.

Fees and costs

21. Fees for the Mediation (the '**Mediation Fees**'), which cover all preparation and administration time and any preliminary meetings, are as follows:
 - a. Basic fee: [];
 - b. Additional hourly rate: [] (the '**Hourly Rate**');
 - c. [Additional travel time and expenses: []]; and
 - d. VAT on the above costs, where applicable.
22. The basic fee (including VAT) must be paid in full not less than seven (7) days before the Mediation Day. Vestia reserves the right to postpone or cancel the Mediation if fees are not paid when due. In such circumstances, unless otherwise agreed in writing, the Mediation will be deemed cancelled and clauses 28 and 29 below shall apply. If only one Participant is in default, the Mediator will refund any fees already paid by the other Participant and the full cancellation fee will become payable by the defaulting Participant.
23. The additional Hourly Rate shall apply to any period that exceeds the Scheduled Duration set out in clause 9.
24. Hourly Rate charges and any additional fees or expenses will be invoiced after the Mediation and must be paid within 14 days of receipt of an invoice.
25. Subject to the above, unless otherwise agreed in writing between the Participants, the Mediation Fees will be shared equally between the Participants. Each Participant will be jointly and severally liable to Vestia for the full amount of the Mediation Fees.
26. Unless a settlement agreement or court order provides otherwise, each Participant will bear their own legal costs of and incidental to the Mediation.
27. Where applicable, each Participant's solicitors shall be liable to the Mediator for any unpaid fees due from that Participant.

Cancellation

28. This clause applies once a date for the Mediation Day has been agreed. If the mediation is cancelled or postponed:
 - a. fewer than three (3) working days before the mediation, the full basic fee is payable;
 - b. between three (3) and seven (7) working days before the mediation, 50% of the basic fee is payable;
 - c. more than seven (7) working days before the mediation, 25% of the basic fee is payable.
29. VAT shall be added to the above cancellation fees.

Confidentiality and without prejudice protection

30. The obligations of confidentiality and without prejudice protection apply to the Participants, their legal representatives and advisers, the Mediator, Vestia and all other attendees present or involved on the Mediation Day, and will continue to apply after the conclusion of the Mediation.
31. Each Participant shall ensure that Mediation participants attending on their behalf are informed of and agree to the confidentiality provisions set out in this section.
32. The Mediation, including all pre-Mediation steps and any follow-up communications, is private and confidential. Every person involved in the Mediation shall keep confidential all information arising from or in connection with the Mediation, including:
 - a. the fact that the Mediation is taking place or has taken place (unless the Participants agree otherwise in writing); and
 - b. the content of any discussions, proposals, concessions, or documents shared during the Mediation.
33. The confidentiality obligations set out above will not apply where:
 - a. disclosure is required by law or by order of a court or regulatory authority;

- b. disclosure is necessary to implement or enforce the terms of this Agreement or any settlement agreement;
 - c. disclosure is necessary to prevent a risk of harm to any person;
 - d. disclosure is made to a Participant's insurers, experts, professional advisers, accountants or other individuals agreed in writing between the Participants, subject to those recipients being bound by equivalent confidentiality obligations; or
 - e. the Participants have consented in writing to a specific disclosure.
34. All communications in the Mediation are made on a without prejudice basis. No statement, admission, proposal, or document produced for the purposes of the Mediation may be referred to or relied upon in any court, arbitration, or other legal proceedings, except where such material would have been admissible in any event.
35. The Participants, their representatives and any other participants shall take all reasonable steps to ensure that mediation discussions are not overheard by anyone who is not an authorised participant bound by this Agreement.
36. No person present at the mediation will make any audio or visual recording of any part of the Mediation or any preliminary discussions without the prior written consent of all other participants.
37. Where a Participant discloses information to the Mediator in a private session, the Mediator will not pass that information to any other person without the express permission of the disclosing Participant, save where it is known to the other Participant already or the Mediator is required to do so by law.
38. Following the Mediation and any post-Mediation work requested by the Participants, the Mediator will return or destroy all documents received from the Participants. All mediation notes and confidential information, including electronic communications, will be permanently deleted.

Settlement

39. No agreement reached in the Mediation will be legally binding on the Participants unless and until it is reduced to writing and signed by or on behalf of each of the Participants, or their authorised representatives.
40. Where the Participants reach a settlement, the written settlement agreement will, unless the Participants otherwise agree, be drafted at the Mediation and signed before the conclusion of the Mediation Day.
41. If agreed between the Participants and the Mediator, the Mediator may continue to assist the Participants to reach a resolution of their dispute after the Mediation Day.

Limitation of liability

42. Neither the Mediator nor Vestia will be liable to any Participant for any act or omission in connection with the Mediation, save in respect of fraud or wilful misconduct.
43. The Participants acknowledge that the Mediator and Vestia do not provide legal advice and agree not to bring any claim against the Mediator or Vestia in connection with the Mediation.
44. The Participants will not apply to call the Mediator, or any director, employee, consultant or associate of Vestia, as a witness, expert, arbitrator or consultant in any litigation, arbitration or other proceedings arising out of or connected with the dispute or the Mediation. The Participants will not seek to require the Mediator or Vestia to produce in any such proceedings any notes or records made in connection with the Mediation.
45. If any Participant acts in breach of clause 44, that Participant will fully indemnify the Mediator and Vestia in respect of all costs and expenses incurred in connection with any such application or attempt. The costs shall include an hourly rate of £300 plus VAT for time spent by the Mediator or any director or consultant of Vestia.

Governing law and jurisdiction

46. This Agreement is governed by the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.
47. If the dispute is not resolved through the Mediation, the Participants' right to pursue their claims through litigation or other formal proceedings remains unaffected.
48. The referral of the dispute to the Mediation does not affect the Participants' rights under Article 6 of the European Convention on Human Rights.

This Agreement

49. This Agreement constitutes the entire agreement between the Participants, the Mediator and Vestia in relation to the Mediation and supersedes all prior discussions, correspondence and representations relating to the same subject matter.
50. Any variation to this Agreement must be agreed in writing by all Participants, the Mediator, and Vestia.
51. This Agreement may be signed electronically and in counterparts. A scanned or digital copy shall be deemed as valid as an original.

Signatures

By signing below, the Participants and the Mediator agree to be bound by the terms of this Agreement.

For and on behalf of Participant 1

Name: _____

Signature: _____

Date: _____

Capacity: _____

For and on behalf of Participant 2

Name: _____

Signature: _____

Date: _____

Capacity: _____

Mediator

Name: _____

Signature: _____

Date: _____

For and on behalf of Concibrium Limited t/a Vestia Mediation

Name: _____

Signature: _____

Date: _____

Capacity: _____

<p>Signed by any additional individuals involved in the Mediation, including legal and professional representatives, who confirm their agreement to comply with paragraphs 19 and 30 to 36 above of this Agreement.</p>	
Name: _____ Signature: _____ Date: _____ Capacity: _____	Name: _____ Signature: _____ Date: _____ Capacity: _____
Name: _____ Signature: _____ Date: _____ Capacity: _____	Name: _____ Signature: _____ Date: _____ Capacity: _____
Name: _____ Signature: _____ Date: _____ Capacity: _____	Name: _____ Signature: _____ Date: _____ Capacity: _____
Name: _____ Signature: _____ Date: _____ Capacity: _____	Name: _____ Signature: _____ Date: _____ Capacity: _____
Name: _____ Signature: _____ Date: _____ Capacity: _____	Name: _____ Signature: _____ Date: _____ Capacity: _____

Completion checklist (internal use only):

- Name and address of all Participants
- Name and address of the Mediator
- Confirm scheduled duration
- Confirm basic fees, hourly rate and any expenses
- Signed by all Participants and Mediator
- Signed on behalf of Vestia
- Signed by all other people due to be in attendance
- Dated