



Albert Square Mediation Limited Agreement to Mediate

The Parties described below hereby agree to submit their dispute to mediation in accordance with the Terms and Conditions set out here below:

The Parties:

Party A:

.....

Party B: .

.....

Party C:

.....

Party D:

.....

Venue/Online:

Date:

Terms and Conditions

The Mediator(s)

1. Throughout the mediation the Mediator(s) will act as an independent and impartial neutral facilitator and will not seek to adjudicate, arbitrate, furnish advise or impose a decision or solution in respect of any issues between the parties. The Parties accept that the Mediator is not acting as agent for the Parties in connection with their dispute and that the Mediator will not offer legal advice and no comments made by the Mediator should be construed as legal advice.

2. The Mediator(s) shall not be liable to any party for any act or omission arising from the conduct of the mediation, save for any wilful misconduct.

3. The Mediator(s) shall not be called as a witness or an expert in any pending or ongoing litigation or arbitration relating to the dispute or in connection with the mediation.



4. The Mediator(s) hereby confirm(s) that all known financial and/or other interests, all social, business and professional relationships with any party and/or representatives, or any facts or circumstances which may create doubt as to the impartiality of the Mediator(s), have been disclosed to the Parties. The Mediator(s) shall immediately disclose any said interests, relationships or circumstances that have not been identified before the mediation commences as soon as they become apparent.

5. The Mediator(s) shall be entitled to conduct the processes at their discretion, including the structure of the process, the attendance of the participants, the agreeing of a timetable for the exchange of any relevant information or documentation, and the scheduling and rescheduling of meetings with the Parties, both before and during the mediation, whether in private caucus or with the Parties jointly.

The Parties

6. The Parties may choose to be represented or remain unrepresented by legal or other advisors at the mediation, save that:

- a. The manner and extent of the participation of such advisors shall remain at the discretion of the Mediator insofar as such participation may be appropriate or otherwise conducive to the mediation process
- b. The Parties shall remain free at all times to consult their advisors

The Parties and their representatives/advisors(if any) hereby confirm that they have full authority to settle the dispute.

The Parties will comply with any directions made by the Mediator under paragraph 5 as to the conduct of the Mediation and as to submission of any documents to the Mediator or any other Party prior to the Mediation.

The Mediation

7. The Mediation will start atand will continue until.....unless terminated by any of the Parties or the Mediator under paragraph....

No offer, proposal or comment made at the Mediation shall be binding until the same is committed to writing and signed by the Parties

Confidentiality

8. The entire mediation process shall be confidential and conducted on a without prejudice basis. All offers, promises, statements, whether oral or in writing, in the



course of the mediation shall not be disclosed to third parties and shall remain privileged and confidential, save that:

- a. any disclosure may be made that is or may be necessary for the implementation of any agreement reached in the mediation;
- b. where any information is given or received which relates or gives rise to a material risk of harm, injury or other risk to safety, the duty of the confidentiality may terminate;
- c. the Mediator(s) obligation of confidentiality shall cease if the Mediator(s) are under any overriding obligation by law or by other public policy considerations to make disclosures, or may be subject to criminal proceedings if the disclosure is not made.

9. At the conclusion of the mediation and at the request of the any of the Parties, any materials or documentation furnished to the Mediator(s) or to another party shall be returned without the Mediator(s) or the Parties retaining a copy thereof. If no such request is made the Mediator shall be entitled to destroy any such materials or documentation

10. There shall be no recording or transcript made of the mediation process .

Online provisions (delete if not applicable)

11. It has been determined by the mediator(s) that this mediation is suitable to be conducted online using the communication facility, Skype/Zoom/ and this is agreed by all parties. The mediator(s) and all of the parties confirm that they have the technical means and understanding to proceed on this basis.

12. Each person involved in this mediation affirms that:-

- a. For the purposes of participating in this process he/she each will be participating from an indoor, quiet and completely private location. In the event that there is some unexpected interruption the person in question will notify the mediator immediately and cooperate fully with the mediator(s) so as to ensure that pending the cessation of any interruption, the mediation process is recessed.



- b. He/she has a suitable PC, laptop or tablet from which to work and that he/she has the necessary expertise to operate that device and maintain communication with the other parties/as the mediator(s) direct(s) and additionally each person confirms that he/she has access to e-mail and to a scanning device and/or a fully operational e-signature facility.

Fees and Expenses

13. The fee for the Mediation is and 50 % of this sum is payable by each of the Parties to Albert Square Mediation Limited before the commencement of the Mediation.....

Each Party shall in the absence of agreement to the contrary bear their own costs and expenses of attending the Mediation. If a charge is made for the Mediation venue, the Parties are jointly and severally liable for any such charge and for all expenses incurred at the venue.

Termination

14. The Mediation process may be terminated when:

- a. the Parties have reached a settlement; or
- b. the Parties and the Mediator(s) is/are in agreement that the mediation cannot usefully proceed to a settlement ; or
- c. one Party withdraws from the mediation;

Settlement

15. If agreement is reached between the parties, or if any issues are resolved, the parties or their representatives will execute Heads of Agreement for signature by or on behalf of all the parties to the agreement.

16. The Heads of Agreement document shall be binding when signed by all parties.

Interpretation

17. The agreement shall be governed by English law and construed and applied in accordance with the rules and jurisdiction of the English courts.

DATED:



the _____ day of _____ 2018

Party A
SIGNED:

Party B
SIGNED:

Party C
SIGNED:

Party D
SIGNED:

by the
Mediator(s)
SIGNED:



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