

**MEDIATION AGREEMENT[[1]](#footnote-1)**

**BETWEEN:**

1. [name and address of first party] (the “First Party”)
2. [name and address of second party] (the “Second Party”)

[name and address of any subsequent parties]

(the “Parties” and each “Party”)

**AND**

[insert name]

of Keating Chambers, 15 Essex Street, London, WC2R 3AA (the “Mediator”)

1. **A dispute (the “Dispute”) has arisen concerning [insert brief details of dispute].**
2. **The Parties have agreed to attempt to resolve the Dispute by mediation (the “Mediation”) with the Mediator.**
3. **By signing this Mediation Agreement, each Party agrees to be bound by the terms of this Mediation Agreement and that all those attending the Mediation on its behalf will be similarly bound.**
4. **By signing this Mediation Agreement, the Mediator also agrees to be bound by the terms of this Mediation Agreement.**

**TERMS OF THE MEDIATION AGREEMENT**

1. The Mediation will take place at [time] on [date] at [place].
2. The Mediator is an independent contractor and not an agent of Keating Chambers.
3. Each Party confirms:
4. It agrees to the Mediator’s separate terms of appointment which include the fees and expenses payable to the Mediator.
5. It has had its attention drawn to and read the Mediator’s Privacy Notice and Retention of Data Addendum, and Keating Chambers’ Privacy Notice.
6. The language of the Mediation shall be English.
7. There shall be no recording or transcription of the Mediation whether by electronic means or otherwise.
8. The persons attending the Mediation for each Party will be as follows:

First party:

[list attendees]

Second Party:

[list attendees]

[Any subsequent parties]

[list attendees]

1. Each Party confirms that the person signing this Mediation Agreement has full authority to bind it and all those that attend the Mediation on its behalf to the terms of this Mediation Agreement. In addition, each Party agrees to ensure that each of its attendees signs the separate Confidentiality Agreement in the form that appears as an Annexure to this Mediation Agreement.
2. Each Party will have present at the Mediation someone with full authority to negotiate and settle the Dispute and to bind it to the terms of any settlement. The Mediator must be informed immediately of any change in, or limitation on, that authority that may affect the Mediation.
3. If any Party or person needs to consult with persons who will not be at the Mediation, it will ensure that it is able to communicate with those persons throughout the duration of the Mediation.
4. The Mediation is confidential. The Mediator, each Party and everyone involved in the Mediation shall keep confidential all information and communications (whether oral, in writing or otherwise) made in, in connection with or arising out of the Mediation, provided that it shall not be a breach of this clause:
5. to make any disclosure required by law;
6. to disclose any information for the purpose of notifying brokers, insurers or reinsurers and in relation to any associated processes;
7. to make any necessary disclosure to professional advisers, accountants or auditors; or
8. to make such disclosure as is necessary for the purpose of enforcing any settlement agreed as part of the Mediation.
9. Except for information and communications which would have been admissible or disclosable if the Mediation had not taken place, all information and communications (whether oral, in writing or otherwise) made in, in connection with or arising out of the Mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation, proceedings or other form of dispute resolution.
10. Any settlement agreed at or as a result of the Mediation shall not be valid or enforceable until reduced to writing and signed by or on behalf of the Parties.
11. For the avoidance of doubt, clauses 10 to 12 above apply to all communications and negotiations conducted with, through and with the assistance of the Mediator after the day of the Mediation.
12. The Mediation will terminate upon settlement being concluded, the Mediator retiring from the Mediation, or one of the Parties withdrawing (save that, where there are more than two parties, the remaining parties may agree that the Mediation will continue as between them until terminated).
13. The Mediator has an absolute discretion to retire from the Mediation and can do so without giving a reason.
14. Unless otherwise agreed, in the first instance each Party will share the Mediator’s fees and expenses equally and bear its own costs and expenses of preparing for and attending the Mediation. Notwithstanding this agreement, if the Dispute is not settled but proceeds to be resolved in litigation or arbitration, each Party agrees that the court or tribunal may treat the Mediator’s fees and expenses and any legal costs incurred by the Parties in connection with the Mediation as costs in the case.
15. The referral of the Dispute to mediation does not affect any of the Parties’ rights under Article 6 of the European Convention on Human Rights. If the Dispute is not settled by the Mediation, the Parties' rights to a fair trial remain unaffected.
16. This Mediation Agreement is subject to English law and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of, or in connection with, this Mediation Agreement and/or the Mediation.
17. Any footnotes to this document do not form part of this Mediation Agreement.

**SIGNED:**

|  |  |
| --- | --- |
|  | [name]  on behalf of the First Party |
|  | [name]  on behalf of the Second Party |
|  | Mediator |

**THIS MEDIATION AGREEMENT IS DATED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONFIDENTIALITY AGREEMENT**

**ANNEXURE TO A MEDIATION AGREEMENT**

By signing this Confidentiality Agreement each of the persons below agrees that in consideration of being permitted to attend the Mediation described in the separate attached Mediation Agreement they will be personally bound by the confidentiality and without prejudice provisions of that separate attached Mediation Agreement.

|  |  |  |
| --- | --- | --- |
| **Party** | **Name** | **Signature** |
| First Party |  |  |
|  |  |
|  |  |
|  |  |
| Second Party |  |  |
|  |  |
|  |  |
|  |  |
|  |  |  |

1. This form is provided without responsibility, for use or adaptation by the Parties. The Parties must satisfy themselves as to the form and terms of the Mediation Agreement entered into. [↑](#footnote-ref-1)