

DRAFT/ Agreement to Mediate dated []

Between

[Party 1]

[Party 2]

and

Gordon Tregaskis (“the Mediator”)

The Dispute

[The parties/mediator will briefly describe the dispute in one or two sentences] (“the Dispute”)

Terms

- 1) The Parties will attempt to settle the Dispute by mediation (“the Mediation”). The Mediation will be conducted in accordance with and subject to the terms of this agreement.
- 2) The Mediation will take place at: [address] on: [date and time]

Lead negotiators

- 3) The lead negotiator(s) for each of the Parties will be:

Party 1 [name and corporate title]

Party 2 [name and corporate title]

(“the Lead Negotiators”)

- 4) Each Lead Negotiator will have full authority to settle the Dispute at the Mediation and will warrant this at the commencement of the Mediation.

Mediator

- 5) The Mediator (after consultation with the parties where appropriate) and in addition to exercising his/her general duties as the Mediator will:
 - i) Monitor and assist in setting up the arrangements for the Mediation. If there is any issue about the arrangements upon which the Parties cannot agree, the Mediator will, at the

request of any Party, decide the issue, having consulted with all the Parties.

- ii) Contact a representative each of the Parties (such as the Party's lawyer or the Lead Negotiator) by telephone before the Mediation to discuss any points which the Mediator or the Party thinks would be useful to raise before the Mediation.
- iii) Attend any meetings with any or all of the Parties before the Mediation, if requested to do so or if the Mediator decides this is would be useful
- iv) Prepare for the Mediation and in particular read each Case Summary and the Documents before the Mediation
- v) Assist the Parties in drawing up any settlement agreement
- vi) Abide by the terms of CEDR's Code of Conduct.

Pre-meditation exchange of information

- 6) Each Party will send to the other Party and the Mediator at least seven days before the Mediation a copy of:
 - i) A concise summary ("the Case Summary") of its case in the Mediation; and
 - ii) All the documents to which the Case Summary refers and any others which may be useful to support its case (or a joint set of these Documents - see below) ("the Documents").
 - iii) The Parties will endeavour to agree:
 - iv) the maximum number of pages of each Case Summary and set of Documents; and
 - v) a joint set of Documents from their respective Documents.

Settlement agreement

- 7) Any settlement reached in the Mediation will not be legally binding until it has been reduced to writing and signed by or on behalf of each of the Parties.

Termination

8) Any Party may withdraw from the Mediation at any time by giving notice to that effect to the other Party and the Mediator. The Mediation will terminate when:

- i) A Party withdraws from the Mediation; or
- ii) A written settlement agreement is concluded; or
- iii) The Mediator decides that continuing the Mediation is unlikely to result in a settlement; or
- iv) The Mediator decides he/she should retire because of any reason arising out of the CEDR Code of Conduct.

Confidentiality

9) Every person involved in the Mediation will keep confidential and not use for any collateral or ulterior purpose:

- i) The fact that the Mediation is to take, or has taken, place, other than to confirm that fact to a court dealing with any litigation relating to the Dispute; and
- ii) All information (whether given orally, in writing or otherwise) arising out of, or in connection with, the Mediation including the fact of any settlement and its terms.

10) All information (whether oral or in the form of documents, computer disks or other media whatsoever) arising out of, or in connection with, the Mediation will be without prejudice, privileged and not admissible as evidence or capable of disclosure in any current or subsequent litigation or other proceedings whatsoever. This clause does not apply to any information which would in any event have been admissible or disclosable in any such proceedings.

11) The obligations of confidentiality set out in this agreement shall not apply to any information which is necessary to implement and enforce any settlement agreement arising out of the Mediation.

12) None of the Parties will call the Mediator as a witness in any litigation or other proceedings whatsoever. The Mediator will not voluntarily act as a witness or advisor to any of the Parties without the written agreement of the Parties.

Fees, expenses and costs

13) Each Party will bear its own costs and expenses of its preparation for and participation in the Mediation.

- 14) The Parties will pay the Mediator's fee in the amount and on the basis agreed in writing with the Mediator at the time of the appointment.

Exclusion of liability

- 15) The Mediator shall not be liable to the Parties for any act or omission in connection with the services provided in relation to the Mediation unless the act or omission is shown to have been in bad faith.

Law Jurisdiction and Dispute Resolution

- 16) This agreement shall be governed by the laws of [] and shall be subject to the non exclusive jurisdiction of the courts of []
- 17) If any dispute arises under this agreement the parties shall first attempt to settle it by reference to CEDR's model mediation procedure. Unless otherwise agreed the Mediator will be appointed by CEDR. To initiate a mediation a party must give notice in writing to the other party and to CEDR in London. The mediation will commence 15 days after receipt of that notice.

Signed

Each person signing this agreement agrees to its terms on behalf of the Party for whom he/she signs and all persons attending the Mediation on that party's behalf.

Party 1

Party 2

Mediator