



Mediation Agreement: Covid Secure

THE FOLLOWING PARTIES namely:

1. xxxx. represented by xxxx of xxxx

2. xxxx of xxxx
(collectively the “Parties”) hereby agree to appoint Stephen Walker (“The Mediator”), to administer the Online mediation of the Dispute on the following terms and conditions:

1. MEDIATION PROCEDURES

- 1.1 The mediation shall be held and conducted according to this Agreement to Mediate (“Agreement”).

- 1.2 The Mediator’s standard Terms and Conditions as specified on the Mediator’s website: swalkermediation.com are incorporated into this Agreement. Where there is any conflict between them and this Agreement, the terms of this Agreement shall prevail.

- 1.3 The Dispute shall mean all matters in dispute between the Parties arising out of xxxx.....

- 1.4 The mediation session itself shall be referred to throughout this agreement as the mediation (“Mediation”).

- 1.5 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 the Parties. For the purpose of this Agreement, it shall be sufficient if
 - 1.5.1 The Parties print out a copy of the settlement agreement sign it and scan it back to each other and the Mediator.

- Or

- 1.5.2 The Parties sign the settlement agreement using an electronic signature.

Or

1.5.3 The Parties confirm by email to which the settlement agreement is attached that the email may be accepted as their signature.

1.5.4 For the avoidance of doubt, it is not necessary for all the Parties to sign the same document. They can each sign a copy of the settlement agreement and exchange their signed parts.

2. **MEDIATOR**

2.1 The Parties agree that Stephen Walker will be the Mediator.

2.2 The Parties recognise that the Mediator is an independent contractor, there is no contract between the Parties and any firm to which the Mediator may be a consultant and no duty of care is owed by any such firm to the Parties.

2.3 The Parties confirm that they shall not bring any claim against the Mediator for breach of contract, breach of duty or negligence unless the Mediator has acted dishonestly towards them.

3. **MEDIATION FEES**

3.1 The Mediation has been scheduled for an initial period of up to 8 hours ("Scheduled Period") starting at xxxx and will take place at the offices xxxx

3.2 The mediation fee ("Mediation Fee") shall consist of:

(i) the Deposit payable for the Scheduled Period in the sum of £ XXX to include all preparation time.

(ii) the additional sum of £XXX for each hour (or part thereof) the Mediation exceeds the Scheduled Period up to 12 midnight and at £800 for each hour (or part thereof) after then. Invoices are payable within 7 days and in any event before the date of the Mediation.

(iii) All sums referred to in this Agreement are exclusive of Value Added Tax.

3.3 The Mediation Fee shall be borne equally between the Parties, unless as a result of a mediated settlement, it is agreed otherwise. This provision shall not disentitle any party to recover the costs of the Mediation in any subsequent assessment of costs whether or not there has been a concluded settlement of the dispute which is the subject of the Mediation.

3.4 If the Mediation exceeds the Scheduled Period, the Parties acknowledge and agree that any additional time incurred is not included in the Deposit and that such additional time will be charged for.

3.5 The Parties are required to inform the Mediator, either before or during the course of the mediation session, if they do not wish to exceed the Scheduled Period.

3.6 Interest at the prevailing judgment rate will be charged on overdue amounts.

4. **CONSULTING WITH LEGAL ADVISORS**

4.1 A party does not require legal representatives to participate in the Mediation but is free to choose whatever representation it wishes.

4.2 If a party is not legally represented, they are advised to obtain independent legal advice before, during and after the Mediation and prior to finalising any agreement reached pursuant to the Mediation.

4.3 The Parties recognise that the Mediator does not offer legal advice or act as a legal advisor for any of the Parties of the Mediation and is not obliged to analyse or protect any party's position or rights.

5. Each of the Parties warrant that they will:

5.1 Tell the Mediator and the other Parties of any person who they wish to participate in the Mediation by any means before the start of the mediation and confirm at the start of the Mediation who is participating or will participate during the Mediation.

5.2 Not make any recording any medium, digital, electronic or otherwise, of the Mediation or any part of it without the prior written approval of the Mediator

5.3 Procure that they or their representatives will have full authority to negotiate and enter into a legally binding settlement agreement disposing of the dispute at the Mediation.

6. **PRIVATE SESSIONS**

6.1 The Mediator may hold private sessions with one party at a time. These private sessions are designed to improve the Mediator's understanding of the party's position and to facilitate the Mediator in expressing each party's viewpoint to the other side.

- 6.2 Information given to the Mediator in such a session is confidential unless (a) it is in any event publicly available or (b) the Mediator is authorised by that party to disclose it.

7 CONFIDENTIALITY

- 7.1 The Parties recognise that the Mediation is for the purpose of attempting to achieve a negotiated settlement and as such all information provided during the Mediation is without prejudice and will be inadmissible in any litigation or arbitration of the Dispute.
- 7.2 Evidence, which is otherwise admissible, shall not be rendered inadmissible as a result of its use in the Mediation.
- 7.3 The Parties will not issue a witness summons or otherwise require the Mediator, or any other person attending the Mediation under the auspices of the Mediator to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings.
- 7.4 All documents, statements, information and other material produced prior to or during the course of the Mediation, save to the extent that these documents have been disclosed already and are in the domain of the litigation, whether in writing or orally, shall be held in confidence by the parties and shall be used solely for the purposes of the Mediation.
- 7.5 Any communication by or through the Mediator before the commencement of the Mediation or after its termination shall, unless expressly agreed in writing by the Parties, be subject to the same confidentiality provisions as set out elsewhere in this Agreement.
- 7.6 No recording or transcript of any of the sessions whether private or joint during the Mediation will be made by any means without the express prior consent of all the parties and the Mediator.
- 7.7. The Parties undertake that they will immediately inform the Mediator if any other person who was not identified as participating in the Mediation at the start of the Mediation joins the Mediation by any means (including but not limited to by an online link) or enters the room in which the party is situated.

TERMINATION OF THE MEDIATION

- 8 Either of the Parties or the Mediator shall be entitled, in their absolute discretion, to terminate the Mediation at any time without giving a reason. But any party wishing to do will give the Mediator not less than 10 minutes notice of their intention to do this.

9 SIGNATURE OF THIS AGREEMENT

- 9.1 This agreement is to be signed by the instructed legal representative of each party attending the Mediation (if represented) on behalf of that party.
- 9.2 The legal representative is liable for the Mediation Fees referred in to in clause 3 in the same way as they are liable for disbursements incurred in the course of litigation.
- 9.3 The legal representatives warrant they have carried out all necessary checks to verify the identity of their client and any person attending the mediation on behalf of their client.

10 COVID -19 (Covid)

- 10.1 All attendees including the Mediator warrant to the Mediator and to each other that to the best of their knowledge and belief:
 - 10.1.1.1 they are not Covid positive and do not at the date of the mediation exhibit any of the systems identified in the guidance issued on by the Government and found on their website www.gov.uk.
 - 10.1.1.2 they have not been in contact with anyone who exhibited Covid symptom on had Covid within the last 7 days.
 - 10.1.1.3 they have not been in any area either in the UK or outside the UK which is subject to any restrictions on travel, meeting other people with the last 14 days and have complied with all restrictions or regulations or laws relating to Covid.
- 10.2 They further warrant that:
 - 10.2.1.1 they will abide by the regulation, rules and requirements of the mediation venue relating to Covid security.
 - 10.2.1.2 they have downloaded and registered with the NHS Covid-19 contact tracing app.
 - 10.2.1.3 they will supply their full name and address, mobile telephone number and email address to the mediator or any other attendee if asked.

XXXX represented by XXX

Signed.....

Signed

Representative

Name

Mobile

Email

Signed.....

Signed

Representative

Name

Mobile

Email

Signed.....

Signed

Representative

Name

Mobile

Email

Signed.....

Signed

Representative

Name

Name

Mobile

Email

Accepted to act as Mediator as provided for:-

Date.....

Signed..... ("the Mediator")

Stephen Walker

Observer

Signed

Other Attendees

Who sign only for the purposes of confirming their agreement to be bound by the provision of Clauses 7 and 10

1

Name

Address

Email

Mobile

2

Name

Address

Email

Mobile

3

Name

Address

Email

Mobile

4

Nam3
Address

Email

Mobile

5

Name

Address

Email

Mobile

6

Name

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Email

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Name

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Name

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Name

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10

Name

Address

Email

Mobile

11.....

Name

Address

Email

Mobile

12

Name

Address

Email

Mobile