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WORKPLACE SAMPLE AGREEMENT TO MEDIATE

This is an Agreement to Mediate between the following parties/participants namely:

A.

and

B

collectively known as “the parties or participants”, and

C. (Inset Name) “the mediator”,

who all hereby agree to mediate on the following terms and conditions:

1. Mediation Procedures

1.1 The mediation shall be held according to this Agreement to Mediate (Mediation Agreement).

1.2 The mediation is “without prejudice” and any settlement reached in the mediation will not be binding until it has been reduced to writing and signed by each of the parties.

1.3 It is an express and fundamental condition precedent of the mediator agreeing to act that the parties (whether jointly or severally) shall neither call nor attempt to call the mediator as a witness in any subsequent matter, or seek a witness statement from him/her, unless an Order to that effect has been obtained by the Court.



2. Mediator

2.1 The Parties agree that (Insert Name) of, (Insert Name) will be the mediator.

2.2 The parties and the mediator recognise that the mediator is both impartial and neutral.

2.3 The parties recognise that the mediator does not offer legal advice or act as a legal advisor for any of the Parties.

3. Place and Time of the Mediation

3.1 The mediation will take place at a time and place to be advised by (Insert name of instruction organisation and point of contact).

4. Mediation Fees, Expenses and Costs

4.1 The Mediator's fees and any other expenses associated with the mediation will be met by the organisation.

5. Private Sessions

5.1 Information disclosed to the mediator in a private session is confidential unless:

- it is in any event publicly available; or
- the mediator is specifically authorised in the private session to disclose it.



6. Confidentiality

6.1 Anything said during the mediation is confidential to the parties and the mediator and the parties undertake to one another that they will maintain confidentiality in respect to all matters arising in the mediation. They may choose to reveal some or all of what has occurred during the mediation to colleagues, or their managers if all parties agree.

6.2 The only exceptions are where, for example, a potentially unlawful act has been committed or there is a serious risk to health and safety.

6.3 Any other individuals attending the mediation will be required to sign a confidentiality agreement

7. Termination of the Mediation

7.1 Any of the parties or the mediator shall be entitled, in their absolute discretion, to terminate the mediation at any time without giving a reason.

8. Human Rights

8.1 The parties agree and acknowledge that the referral of this dispute to mediation does not affect the rights that may exist under Article 6 of the European Convention on Human Rights.

9. Signature of this Agreement to Mediate

9.1 This agreement is signed as follows: