

AGREEMENT TO MEDIATE



The Parties:

(Party A):

(Party B):

Mediator:

Date:

Time:

Venue:

Whereas:

Brief description of conflict:

[For the Mediator to complete]

The Process and Agreement:

1. We hereby agree to participate in mediation to resolve that conflict.
2. Whilst we recognise that mediation is a voluntary process and the mediator will not and cannot compel us to settle, nor even to continue negotiating, we agree to participate in negotiations in good faith with the aim of achieving settlement and a workable solution which we will all adhere to.
3. We will participate in the process freely, fully, openly and honestly and will conduct ourselves in a manner of mutual respect.
4. We agree to keep confidential:
 - All information, whether oral, written or otherwise, produced for or at the mediation.
 - All promises, conduct and statements made in the course of the mediation.
 - The terms of any agreement arising from it.
5. We understand and agree that:

- Any such agreement entered into by us will be shared with HR and line management to check in and support ongoing progress.
- The duty of confidentiality shall NOT apply if the mediator reasonably considers that there is a risk of significant harm to the safety or welfare of any person if the information in question is not disclosed to an appropriate recipient.
- No requirement will be made for production of records, or notes relating to the mediation and notes taken (including those taken by the participants) during the mediation process will be destroyed at the end of the mediation in front of us with the exception of any written agreement between us.

6. The mediation will terminate when:

- An agreement has been reached by us including anyone else deemed appropriate to take our settlement forward.
- The mediator retires or otherwise terminates the mediation for any reason whatsoever.

7. Mediation fee, expenses and costs

- ADRg's fees (which include the Mediator's fees) and any other expenses associated with the Mediation will be paid by the company, unless agreed otherwise.
- The amount and payment conditions for such fees and expenses shall be as set out in the correspondence confirming the Mediation and ADRg's invoice.
- The full fees shall be due and payable if the mediation is cancelled by either Party within 24 hours of the agreed scheduled date and time and 50% of the fees shall be due and payable if the mediation is cancelled by either Party within 7 days of the agreed scheduled date. Any expenses incurred by ADRg or the Mediator in anticipation of the mediation shall be reimbursed in full.

8. The mediator shall not be liable to us for any act or omission in connection with the services provided

9. Electronic Counterpart

- This agreement may be executed in any number of counterparts, each of which constitutes a duplicate of the original, but all counterparts together constitute the one agreement.

- Transmission of an executed counterpart of this agreement or the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed “wet-ink” counterpart of this agreement.

(1)

Signed by (Party A)

Date

(2)

Signed by (Party B)

Date

(3)

Signed by the Mediator

Date