

# **Mediation**

## Simplified Agreement to Mediate

1. *Appointment of Mediator.*

Both parties involved in the dispute have agreed to mediation and have appointed the mediator. Both parties are attending the mediation with the intention to explore alternative solutions, consider compromises and to make a serious attempt to resolve the dispute.

2. *Conflicts of interest.*

If the mediator has had any previous dealings with any of the parties, or has any interest in the case, she will disclose this before the mediation goes ahead.

3. *Co-operation.*

The parties shall co-operate with each other and the mediator during the mediation.

4. *Authority to settle.*

All parties have the authority to settle the dispute at the mediation.

5. *Conduct of the Mediation.*

- i. The mediator will be impartial and neutral.
- ii. The mediator will not provide legal advice to any party.
- iii. The mediator will not make any decisions for any party.
- iv. The mediator may hold joint and private sessions.

6. *Confidentiality.*

- i. No information or document given to the parties or mediator during the mediation, will be disclosed to anyone not involved in the mediation, unless required to do so by law.
- ii. Anything told to the mediator in private is considered confidential unless the party making the disclosure states otherwise.

7. *Privilege.*

Any views expressed, admissions, offers, suggestions or consideration of settlement made during the mediation cannot be relied on or introduced as evidence in any subsequent tribunal proceedings, including any statement or document made by the mediator.

The mediator cannot be requested by the parties to testify or produce notes or records in any subsequent proceedings. All notes and records will be destroyed at the end of the meeting.

8. *Subsequent Proceedings.*

The mediator will have no part in subsequent tribunal proceedings in any capacity.

9. *Termination.*

The mediation may be ended at any point by any party or the mediator. The mediation ends as soon as the Memorandum of Agreement is completed and signed.

*10. Settlement.*

Where a settlement is reached, it will be written down and signed by the parties before they leave the mediation and parties will carry out the action points as soon as possible.

*11. Exclusions of liability.*

The mediator is not liable for any act or omission in performance unless it is fraudulent.

*12. Indemnity.*

The mediator is protected by both parties against any claim arising from an act or omission in the mediator's performance, unless it is fraudulent.