



Mediation Assured

## Agreement to Mediate online via video call conference.

CASE REFERENCE: \_\_\_\_\_

We the undersigned, namely:

Claimant: \_\_\_\_\_

and:

Respondent: \_\_\_\_\_

agree to the mediation of the dispute between us on the following terms and conditions.

### 1. The Mediation

The main purpose of mediation is to create a neutral “platform”, where the parties of the conflict have an opportunity to solve the issue, on terms suitable for both sides.

The mediator remains impartial, non-judgemental, actively encourage parties to use their creative and effective decision-making abilities to find the right solution to cease a conflict.

The parties remain in complete control and ultimately decide whether and how a dispute will be settled.

Whether the parties agree to settle, that agreement will be documented in a form called a Mediation Settlement, Consent Order, Tomlin order as appropriate.

The mediation session begins with a joint meeting that gives parties the opportunity to present brief on their position statement. Furthermore, to identify the party's true interests and to explore



possible ways in which the dispute might be resolved. Afterwards, the mediator will invite the parties to individual sessions to discuss options and possibilities in more details and privacy.

- The parties may wish to consult with their legal and / or other advisers before and during the mediation as the mediator at no time acts as legal adviser to any of the parties.
- The parties agree to participate in negotiations in good faith with the aim of achieving a settlement
- The individuals involved in the dispute and/or their representatives must be authorised to sign the agreement statement and it must be confirmed on the pre-agreement to mediation.
- The individuals involved in the dispute and/or their representatives must declare on the pre-agreement to mediation their voluntary participation in the mediation process.
- The individuals involved in the dispute and/or their representatives are obliged to adhere to complete confidentiality by sign confidentiality agreement priory mediation process.

## 2. The Mediator

The parties (all sides to the dispute) agree to mediation conference facilitated by qualified Mediator of the Mediation Assured (MA) to negotiate possible resolution in order to cease the dispute. The parties understand that: -

- The mediator remains impartial and non-judgemental.
- The role of the mediator is to assist and encourage parties to use their options and effective decision-making abilities, where possible to reach the settlement.
- The mediator is prohibited from any legal advice and arbitration in the dispute.
- The mediator will not and cannot obligate the parties to resolve the dispute,
- The mediator will not continue the process if the parties will explicitly not wish to do so.

The parties agree to respect the impartiality of the mediator and any professional body to which mediator may belong in the case of gross error or misconduct, and not bring any claim, demands or proceedings against any or all of these including MA, arising out of the appointment of the mediator or the conduct of the mediation.



### 3. Individual Sessions (Caucus sessions)

Individual sessions are completely confidential unless the party will give explicit consent to disclose full and/or partial information to the other party. During those sessions the parties will have an opportunity to speak freely about their proposals and options available to settle the dispute.

### 4. Double layer of confidentiality.

- Firstly, the whole process of mediation remains only between the parties and a mediator.
- Secondly, individual sessions between the parties and a mediator remain confidential.
- Any party must give a mediator an explicit instruction to disclose information discussed.
- Any information disclosed during the mediation process (spoken and/or written) can only be used for the purpose of the mediation. Any written documents related to the case will be destroyed immediately after the mediation process.
- Any person who is not a Participant or a legal representative of a Participant shall sign a confidentiality agreement by which in consideration of their being permitted to attend the mediation conference they solemnly undertake and agree to keep all matters they see and hear strictly confidential.
- For the purpose of the mediation process undertaken via video conference platform, the parties agree that no recording or transcript will be made at the time of the mediation. The parties will not call the mediator, or the mediation provider to give evidence in any subsequent action.

### 5. Ending the mediation

The mediator, or any party to the mediation, may end the mediation at any time without giving a reason.

Whether the parties agree to settle, that agreement will be documented in a form called a Mediation Settlement/ Consent Order and it is legally binding document which might be considered by the Court if not fulfilled accordingly.



## 6. Costs

The mediator will discuss the costs of the mediation process with you. It is important to be clear about who will be meeting the mediator's costs:

1. Fee will be split equally between participants, unless advised otherwise.
2. All fees are quoted per day.
3. All fees are paid in advance, at least 7 days prior to the agreed date for mediation conference.

## 7. The mediation evaluation

The evaluation given by our clients is valuable and important to MA services as a guidance to improve the service. Please indicate below if you are willing to be contacted by MA for feedback in relation to the whole mediation process. Any information given will remain confidential.

### **Acceptance**

**If you are unable to sign & scan your signature, please print your full name below, which will be classed as your signature.**

### **DECLARATION:**

**I confirm my voluntary participation in mediation conference.**

**I confirm that I am authorised to sign the mediation agreement.**

**I have read and understood the above:**

Name	
Address	
Signed	
Date	
<input type="checkbox"/> Yes, I agree to being contacted by the MA for feedback of the service provided after the mediation.	

Name	
Address	
Signed	
Date	
<input type="checkbox"/> Yes, I agree to being contacted by the MA for feedback of the service provided after the mediation.	



Others in attendance

..... Date  
.....

..... Date  
.....

..... Date  
.....

..... Date  
.....

..... Date  
.....

..... Date  
.....

..... Date  
.....

Mediator Name: Ewa Babicka

Date:

Once completed, please return to [info@mediationassured.eu](mailto:info@mediationassured.eu)