

# Mediation Agreement

**The Parties:**

**Party 1:** name, address, position .....

**Party 2:** name, address, position .....

**Party 3:** name, address, position .....

**Mediator :** name and address **Gwyn Peredur Owen**  
Ashdale House, Higher Penley,  
Wrexham LL13 0NB  
Tel : 01978 710307 Fax : 01978 710 227

**Dispute :** brief details .....

**Whereas** the parties desire jointly to appoint Gwyn Peredur Owen to act as Mediator in a Dispute Resolution Procedure.

**The Parties and the Mediator jointly agree as follows :**

1. A dispute or difference has arisen between the Parties which the Parties wish to be referred to a Dispute Resolution Mediation Procedure (DRMP).
2. The Mediation Procedure Rules are annexed to this agreement.
3. The Terms of Reference (if any) of the Mediator are annexed to this agreement.
4. The Parties hereby appoint Gwyn Peredur Owen to act as Mediator in the DRMP and Gwyn Peredur Owen hereby accepts such appointment in respect of the Dispute identified by this Agreement. The Mediator shall observe the Mediation Procedure Rules and Terms of Reference as if they were set out in full in this Agreement.
5. The Parties have disclosed any past or present relationship with the Mediator, direct or indirect, whether financial, professional social or any other kind. The Mediator has also disclosed any past or present relationship with the parties.

6. In consideration of the fees and other payments to be made by the Parties in accordance with this Agreement the Mediator undertakes to act in accordance with this Agreement.
7. The Parties jointly and severally undertake to pay the Mediator in consideration of the carrying out of his services and for all expenses reasonably incurred by him in accordance with the following conditions:
  - a. As between the Parties the issue of which party ultimately bears the cost of the fees and expenses will be decided in accordance with any agreed mediation rules or if no rules have been agreed then shall be shared equally between the parties.
  - b. The timing and submission of fee notes shall be at the sole discretion of the Mediator and may include sums in advance representing fees and estimated travel, hotel and other expenses.
  - c. **Preliminary Fee.** A Preliminary Fee of £XXX to be paid by each Party. The Preliminary Fee is to be paid within 14 days of Appointment and in any event prior to any meetings. The Preliminary Fee shall represent a deposit against future fees. The sum in respect of the Preliminary Fee to be set against future fees. - **As applicable** -
  - d. **Daily Fee.** Where applicable, a Daily Fee of £YYY which shall be considered as payment in full for each working day or part day spent on reading submissions, site visits, meetings, preparing recommendations and reasonable travel time in each direction for the journey between the Mediator's home and the site or any other location for meetings or hearings. - **As applicable** -
  - e. **Hourly Fee.** An hourly fee of £ZZZ will apply for each hour spent on the Mediation including, but not limited to, administration, and reading papers (no travelling time is charged within the UK). - **As applicable** -
  - f. **Expenses.** All reasonable expenses incurred in connection with the Mediator's duties, including the cost of telephone calls, courier charges, faxes, travel expenses (not applicable in mainland UK), hotel and subsistence costs. All expenses, disbursements and outgoings will be charged at cost. Travel and accommodation will be at business class standard.
  - g. **Local Taxes.** Any taxes properly levied in the country from which payments are made to the Mediator other than the UK. Statutory UK Value Added Tax (VAT) will be levied to all fee notes as applicable.
  - h. The above rates shall apply for the year up to 31<sup>st</sup> December 2003. Should the Mediation continue for a period after 31<sup>st</sup> December 2003 then the rates will be subject to revision by a factor not greater than 10% per year.
  - i. Fees and charges shall be paid within 14 days of the dates of fee notes falling due after which interest shall accrue at 2.5% per month. In the event of failure to pay by the due date the Mediator may treat the appointment as repudiated.

8. The Parties undertake to each other and to the Mediator that the Mediator shall not except as otherwise agreed in writing by the Parties and the Mediator:
  - a. be appointed as arbitrator in any arbitration under the contract other than that provided for in the Procedural Rules.
  - b. be a witness to give evidence concerning any dispute before arbitrators appointed for any arbitration under the contract.
  - c. be liable for any claims whatsoever for anything done or omitted in the discharge or purported discharge of his functions unless the act or omission is shown to have been in bad faith.
9. The Parties and their advisers, if any, shall co-operate with the Mediator and each other in an attempt to resolve the dispute and shall be represented by persons with full settlement authority.
10. The Mediator and Parties shall conduct the mediation on a confidential basis. When a party speaks alone with the Mediator during the mediation either at private meetings or otherwise the party or representative shall clearly inform the Mediator as to which statements it wishes to remain private from the other party and which may be shared with the other party. Notwithstanding the foregoing if the Mediator considers from information received that the life and safety of any person is or may be at serious risk the duty of confidentiality shall not apply; in such event the Mediator shall try to agree with the party furnishing such information as to how disclosure shall be made.
11. The parties shall not be bound by any advice, comments or recommendations given by the Mediator relating to the dispute.
12. This Agreement shall be governed by the law of England.
13. Any dispute or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce / Chartered Institute of Arbitrators by one arbitrator appointed in accordance with those Rules of Arbitration.

Signed by .....  
For and on behalf of **Party 1**  
In the presence of  
Witness .....  
Name .....  
Address .....  
.....  
Date .....

Signed by .....  
For and on behalf of **Party 2**  
In the presence of  
Witness .....  
Name .....  
Address .....  
.....  
Date .....

Signed by .....  
For and on behalf of **Party 3**  
In the presence of  
Witness .....  
Name .....  
Address .....  
.....  
Date .....

Signed by .....  
For and on behalf of the **Mediator**  
In the presence of  
Witness .....  
Name .....  
Address .....  
.....  
Date .....