

THIS **MEDIATION AGREEMENT** is made on the day of .

BETWEEN

(1) of ("**Party A**"),

(2) of ("**Party B**").

(3) of ("**Mediator**").

THE PARTIES AGREE AS FOLLOWS:

Authority and status

1. The person signing this Agreement on behalf of each party have the warranted authority to bind the party and all other persons present on the party's behalf at the Mediation to observe the terms of the Agreement and also having authority to bind that Party to the terms of the Agreement.

1. The Mediation

1. The parties agree to attempt in good faith to settle their dispute at the Mediation dated and to conduct the Mediation in accordance with this Agreement and consistent with the Mediation Rules and Code of Conduct for Mediators of current at the date of this Agreement.
2. The parties agree to appoint of ("**Mediator**") as the Mediator for the Mediation.

2. Role of The Mediator

1. The Mediator will be neutral and impartial. The Mediator will assist the Parties to attempt to resolve the Dispute by helping them to:
 - a. systematically isolate the issues in dispute;
 - b. develop options for the resolution of these issues; and
 - c. explore the usefulness of these options to meet their interests and needs.
2. The Mediator may meet with the Parties together or separately.
3. The Mediator will not:
 - a. give legal or other professional advice to any Party; or
 - b. impose a result on any Party; or
 - c. make decisions for any Party.

3. Conflict of Interest

1. The Mediator must, prior to the commencement of the mediation, disclose to the Parties to the best of the Mediator's knowledge any prior dealings with any of the Parties as well as any interest in the Dispute.
2. If in the course of the mediation the Mediator becomes aware of any circumstances that might reasonably be considered to affect the Mediator's capacity to act impartially, the Mediator must immediately inform the Parties of these circumstances. The Parties will then decide whether the mediation will continue with that Mediator or with a new mediator appointed by the Parties.

4. Exclusion of Liability and Indemnity

1. The Mediator will not be liable to any Party for any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this Agreement unless the act or omission is fraudulent.
2. Each Party indemnifies the Mediator against all claims by that Party or anyone claiming under or through that Party, arising out of or in any way referable to any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this agreement, unless the act or omission is fraudulent.
3. No statements or comments, whether written or oral, made or used by the Parties or their representatives or the Mediator within the mediation shall be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this document may be pleaded as a bar to any such action.

5. Cooperation by the Parties

1. The Parties agree to cooperate in good faith with the Mediator and each other during the mediation.

6. Authority to Settle and Representation at the Mediation Session

1. The Parties agree to attend the mediation with authority to settle within any range that can reasonably be anticipated.
2. At the mediation each Party may be accompanied by one or more persons, including legally qualified persons, to assist and advise them.

7. Confidentiality and without prejudice status

1. Every person involved in the Mediation:
 - a. will keep confidential all information arising out of or in connection with the Mediation, including the fact and terms of any settlement, but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement; and

- b. acknowledges that all such information passing between the Parties and the Mediator, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-makers in any legal or other formal processes, except where otherwise disclosable in law
2. Where a party privately discloses any information in confidence to the Mediator, before, during or after the Mediation, the Mediator will not disclose that information to any other party or person without the consent of the party disclosing it, unless otherwise required by law.
3. The Parties will not call the Mediator as a witness, nor require him or her to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the Mediation nor will the Mediator act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any party does make such an application, that party will fully indemnify the Mediator in respect of any costs incurred in resisting and/or responding to such an application, including reimbursement at the Mediator's standard hourly rate for the Mediator's time spent in resisting and/or responding to such application.

8. Settlement formalities

1. No terms of the settlement reached during the Mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties.

9. Fees and costs of the Mediation

1. The parties will be responsible for the fees and expenses (including any provision for additional hours of the mediation process extends beyond the allocated hours) of the Mediator ("the Mediation Fees") in accordance with the Schedule.
2. Unless otherwise agreed between the parties in writing in the Schedule, each party agrees to share the Mediation Fees equally and to bear its own legal and other costs and expenses of preparing for and attending the Mediation prior to the Mediation. Each party further agrees that any court or tribunal may treat both the Mediation Fees and each party's respective legal and other costs as costs in the case in relation to any litigation or arbitration where the court or tribunal has the power to assess or make orders as to costs, whether or not the Mediation results in settlement of their dispute.

10. Governing Law of the Mediation

1. .

11. Termination of the Mediation

1. A Party may terminate the mediation at any time after consultation with the Mediator.
2. The Mediator may terminate the mediation if, after consultation with the Parties, the Mediator feels unable to assist the Parties to achieve resolution of the Dispute.

12. Further changes to this Agreement

All agreed changes to this Agreement shall not be valid until they are made in writing and signed by or on behalf of each of the parties.

13. Entire Agreement Clause

This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreement between them.

14. No Rights under Contracts (Rights of Third Parties) Ordinance

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

IN WITNESS HEREOF the parties and the Mediator signed this Mediation Agreement on the day and year first above written.

Schedule

Fees and Expenses of Mediator

Fees and Expenses of Mediator	(per hour)
1. For all preparation	
2. For the mediation	
3. Room hire fees	
4. Allocation of costs	
Total	
Proportion of Costs Bear by the Parties	Percentage
	%
	%
or	
All parties equally	%