

## Agreement to Mediate

Ref No.	MED
---------	-----

We the undersigned, namely:

\_\_\_\_\_ Party 1

\_\_\_\_\_ Party 2

\_\_\_\_\_ Party 3

\_\_\_\_\_ Party 4

We agree to the mediation of the referred dispute between us on the following terms and conditions. The parties agree to participate in this mediation in good faith with the aim of achieving a settlement

### 1. The Mediation

Mediation is a non-adversarial procedure in which a neutral, specially trained professional assists the parties in reaching a settlement of a dispute or difference. The mediator avoids being judgmental, but rather employs techniques, which facilitate constructive and productive negotiations. Throughout, the parties remain in complete control and ultimately decide whether and how a dispute will be settled. In the event that the parties agree to settle, that settlement will be documented in writing and that will be binding on the parties. There shall be no agreement until and unless the agreement is documented in writing which we call here a Mediation Settlement. In other words a verbal agreement will not be binding and will be subject to the confidentiality of the mediation.

The mediation session normally begins with a brief joint meeting at which the all the parties come together to understand the background to the dispute and any underlying issues, to identify the party's true interests and to explore possible ways in which the dispute might be resolved. Thereafter the mediator conducts a series of private sessions with each party during which settlement positions are discussed.

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 must agree to have present at the mediation such persons as are authorised to agree settlement terms. Most mediators will request the attendance of the individuals involved in the dispute at the mediation in addition to any representatives they may wish to attend.

The Mediator may ask the parties' consent to a co-mediator or observer being present at the mediation.

### 2. The Mediator

The parties (all sides to the dispute) agree to an appointment of Anthony Glaister to assist in the resolution of their dispute. The parties understand that:-

- the mediator is independent and neutral
- the role of the mediator is to facilitate or assist settlement of the dispute by negotiation and agreement where possible



to the mediator by the legal representatives. In the event of non-payment, the representatives (if any) shall be obliged to pay. If fee accounts are not paid by the due date the mediator reserves the right to charge interest at the current statutory rate applied by the County Court from the date when the fee note became due to the date of payment.

**6. Ending the mediation**

The mediation shall end once it is terminated by an agreement being signed, or by either one or more of the parties, or by the mediator. The mediation may continue beyond the time allocated even if it is not formally in session. If the mediation does not succeed on the day, and continues by correspondence, phone or otherwise, the parties and the mediator shall continue to be bound by the terms of this agreement.

Dated the                    of                    2016

Signed by Party 1

Signed by Party 2

Signed by Party 3

Signed by Party 4

Signed by the Mediator

Signed by the Co mediator (if any)

If persons other than the representatives and professional advisers of the parties are present it is advisable that they too sign this agreement by appending their signatures below:

For any further information please do contact, Anthony Glaister, Hawk Creative Business Centre, Hawkhill, Easingwold, York, YO61 3FE  
[resolve@anthonyglaister.co.uk](mailto:resolve@anthonyglaister.co.uk) or 01347 825279