

## MEDIATION AGREEMENT

THIS AGREEMENT IS MADE ON

BETWEEN THE FOLLOWING PARTIES (In this Agreement called "the parties")

Name of the party (please print)

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Address

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Name of the party (please print)

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Address

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Name of the party (please print)

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Address

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AND THE MEDIATOR (called "the mediator")

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Name of the mediator (please print)

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**Appointment of Mediator**

1. The parties appoint the mediator to mediate in accordance with the terms of this agreement the dispute between them involved in proceedings No.....

**Brief description of the dispute**

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**Role of the mediator**

2. The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:
  - isolate the issues in dispute;
  - develop options for the resolution of these issues;
  - explore the usefulness of these options; and
  - meet their interests and needs.
3. The mediator will not:
  - Give legal or other professional advice to any party; or
  - Impose a result on any party; or
  - Make decisions for any party.
4. The mediator will not preside over any proceedings concerning the Dispute.

### **Co-operation by the parties**

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

### **Conduct of the Preliminary Conference**

6. As part of the mediation the mediator may schedule a preliminary conference at a time and venue convenient to the parties to establish a timetable for the mediation.
7. The mediator, the parties and their representatives who are to attend the mediation session must, unless otherwise agreed with the mediator, attend the preliminary conference.

### **Authority to Settle and Representation at the Mediation Session**

8. The parties must attend the mediation with authority to settle within any range that can reasonably be anticipated.
9. At the mediation each party may have one or more other persons, including legally qualified persons, to assist and advise them.

### **Communication between the Mediator and the Parties**

10. Any information disclosed to a mediator in private will be treated as confidential by the mediator unless the party making the disclosure expressly states otherwise.

### **Confidentiality of the Mediation**

11. The parties and the mediator will not disclose to anyone not involved in the mediation any information or document given to them during the mediation unless required by law to make such a disclosure.

**12.** The parties and the mediator agree that subject to Clauses 16 and 17 the following will be privileged and will not be disclosed or be the subject of a subpoena to give evidence or to produce documents in any proceeding in respect of the Dispute:

12.1 Any settlement proposal whether made by a party or the mediator.

12.2 The willingness of a party to consider any such proposal.

12.3 Any statement made by a party or the mediator during the mediation.

12.4 Any information prepared for the mediation.

### **Termination of the Mediation**

**13.** A party may terminate the mediation at any time after consultation with the mediator.

**14.** The mediator may terminate the mediator's involvement in the mediation if, after consultation with the parties, the mediator feels unable to assist the parties to achieve resolution of the Dispute.

### **Settlement of the Dispute**

**15.** If agreement is reached at the mediation, the terms of a final or in principle agreement must be written down and signed by the parties before they leave the mediation.

### **Enforcement of the Settlement Agreement**

**16.** Any party may enforce the terms of the settlement agreement by judicial proceedings.

17. For the purpose of Clause 16, any party may call evidence of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.

#### **Exclusion of Liability and Indemnity**

18. The mediator will not be liable to a party for any act or omission in the performance of the mediator's obligations under this agreement unless the act or omission is fraudulent.
19. The parties together and separately indemnify the mediator against any claim for any act or omission in the performance of the mediator's obligations under this agreement unless the act or omission is fraudulent.

(Name of party or representative – please print)

Signature

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(Name of party or representative – please print)

Signature

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(Name of party or representative – please print)

Signature

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(Name of party or representative – please print)

Signature

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(Name of Mediator – please print)

Signature

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## Confidentiality Agreement

Name of independent person present at the mediation

**I UNDERTAKE** to the parties to the mediation that, in exchange for being permitted by them to be present at the mediation:

1. I will not disclose to anyone any information received by me during the mediation, unless required by law to make such a disclosure.
2. I will not disclose to anyone involved in the mediation any information received by me during the mediation from a party to the mediation unless expressly authorised by the disclosing party to do so.

\_\_\_\_\_  
(Name of independent person - please print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_