

Form ANM1

ASSOCIATION OF NORTHERN MEDIATORS
RECOMMENDED AGREEMENT FOR MEDIATION

First Party

Of

and

Second Party

Of

(If there are more than two parties adjust the form accordingly)

Mediator

Of

and

Co Mediator/Observer

(If there are more than one co-mediator or observer adjust accordingly)

WE AGREE TO ATTEMPT TO SETTLE THE DISPUTE OUTLINED BELOW BY MEDIATION, CONDUCTED BY THE ABOVE MEDIATOR IN ACCORDANCE WITH THE GUIDELINES FOR MEDIATION EDITION No.12 OR AS AGREED OTHERWISE AND ATTACHED TO THIS AGREEMENT.

2. State briefly what the dispute is about:-

NOTE: Only an outline is required here to enable the dispute to be identified by the parties and the Mediator. Please continue on a separate sheet if necessary. Please agree this between yourselves before signing and sending/handing to the Mediator.

The Mediator

- 3 The Mediator shall be the above person or persons, and he/she/they will be bound by the terms agreed.

The Participants

- 4 At least one attendee on behalf of each party will have full authority to settle this mediation. Each person signing this agreement agrees to be bound by its terms.

The Representatives

5 The Representatives for the parties at the Mediation will be:

First Party

Second Party

(Adjust accordingly)

The Co-Mediator/Observer

6. The Mediator may ask the parties to consent to a Co-Mediator or observer to be present at the mediation if the parties agree. If the parties agree the Co-mediator may be paid expenses only or a fee.

Submissions

7. Parties should try to exchange and send to the Mediator case summaries or at least send copies of any Court papers at least 7 days beforehand together with copies of only the documents that are essential to the arguments.

Confidentiality

8A Unless the law requires a disclosure, the parties and the mediator agree to keep confidential all information exchanged before and during the mediation. Furthermore, except for the final written agreement, the entire mediation process shall be conducted on a “without prejudice” basis, which means that nothing said or done during the process can be referred to or relied on in any subsequent proceedings. Either party may inform the court of the fact of the mediation and whether or not agreement was reached

9B The parties will not call the Mediator as a witness nor require him to produce in evidence any record or notes relating to the mediation, in any litigation, arbitration or other formal process arising from or in connection with the Dispute and the mediation; nor will the Mediator act or agree to act as a witness, expert, arbitrator or consultant in any such process

Fees

9 The fee and expenses is as agreed in the correspondence. If the time allocated for the preparation and the mediation upon which the fixed fee quotation was based is used up the mediator reserves the right to charge an additional hourly rate specified split between the parties until the mediation is finished. Legal representatives are reminded that they remain directly liable for the fees chargeable and expenses in the event that the fees agreed and the expenses chargeable or such part of the fee as is agreed beforehand remains payable as at the commencement of the mediation.

We agree to the above:

SIGNED: First Party

SIGNED: Second Party

(Adjust accordingly)

SIGNED Mediator SIGNED Co-Mediator