



## **M4CI MEDIATION AGREEMENT**

**(The “Mediation Agreement”)**

**BETWEEN:**

**(1) [NAME AND ADDRESS OF PARTY] (“Party 1”)**

**(2) [NAME AND ADDRESS OF PARTY] (“Party 2”)**

being each “**Party**” to the dispute, collectively called the “**Parties**”

and

**(3) [NAME OF MEDIATOR]**

(the “**Mediator**”)

and

**(4) MEDIATION4CONSTRUCTION LIMITED** (Company Reg. No: 8750338)  
with registered office at Hamlet Farmhouse, Chetnole, Sherborne, DT9  
6NY.

(“**M4CI**”)

## **TERMS OF THE MEDIATION AGREEMENT**

1. As set out in the Letter of Appointment, a dispute has arisen between the Parties (the “**Dispute**”) which the Parties have agreed to mediate (the “**Mediation**”).
2. By signing this Mediation Agreement, the Parties, the Mediator and M4CI agree to its terms and the terms of the separate Contract for the Appointment of a Mediator.
3. Each Party will attend the Mediation with a person with full authority to sign this Mediation Agreement and to enter into any settlement at the Mediation on behalf of his or her Party.
4. The Mediation is confidential and each person attending the Mediation (whether in person or remotely), including the Mediator, will keep confidential all information (whether oral or in the form of documents, correspondence, mediation position papers, photographs or electronic media or otherwise) arising out of or in

connection with the Mediation provided that it shall not be a breach of such confidentiality:

- (a) to disclose the fact that the Mediation is to take place or has taken place, and/or
  - (b) insofar as is necessary to implement and enforce any written settlement agreement signed by or on behalf of the Parties or to comply with any court directions or order, and/or
  - (c) where the Mediator and/or any Party is obliged by law to make any disclosure, and/or
  - (d) to disclose any information for the purpose of notifying insurance brokers or insurers or to allow M4CI to comply with its Complaints Policy, and/or
  - (e) to disclose any information necessary to legal representatives, accountants or auditors.
5. Prior to the commencement of the Mediation, each attendee for each Party shall sign Appendix 1 to this Mediation Agreement, that being the Confidentiality Appendix, by way of agreement to be bound by the terms of this Mediation Agreement. For the avoidance of doubt the person signing this Mediation Agreement agrees to its provisions on behalf of all who attend or participate in the Mediation remotely or otherwise.
  6. No Party will or can compel the Mediator to disclose any information shown or given to him or her in confidence by any other Party.
  7. There shall be no stenographic or other recording of the Mediation.
  8. All information produced for, during, or as a result of, the Mediation will also be without prejudice and not admissible as evidence or disclosable in any litigation, arbitration, adjudication or other dispute resolution process arising out of or relating to the Dispute and/or the Mediation unless that information would have been admissible or disclosable in any event.
  9. Unless agreed otherwise (which for the purposes of this clause 9 includes any representation made by the Parties in Precedent Form H to the effect the Parties treat the costs of the Mediation as costs in the case), the Parties agree that all fees and charges incurred in relation to the Mediation shall be borne equally between them and further that they shall each bear their own legal and other costs and expenses of preparing for and attending the Mediation.
  10. The Parties will participate in the Mediation in good faith with the aim of achieving settlement.
  11. Any settlement agreement reached in the Mediation will not be legally binding until it has been reduced to writing and signed by the Parties or their representatives (who, if signing on behalf of a Party, will be deemed to have full authority to do so).
  12. The Mediation will terminate if written settlement is concluded, the Mediator terminates the Mediation (which the Mediator may do in his or her absolute discretion) or a Party withdraws from the Mediation (which they must notify the Mediator of immediately). For the avoidance of doubt:

- (a) If there are more than two Parties and one Party withdraws, the remaining Parties may agree that the Mediation continues as between them until terminated.
- (b) The terms of this Mediation Agreement apply to all communications and negotiations conducted with, through and with the assistance of the Mediator after the day of the Mediation.
13. Neither M4CI, any of its employees, agents or consultants nor the Mediator shall be liable to any of the Parties to the Mediation (and/or their representatives or others attending the Mediation for or on their behalf) for any act or omission in connection with the services provided by them in, or in relation to, the Mediation unless the act or omission is proved to have been fraudulent or dishonest.
14. Should the Parties agree to any amendments to this Mediation Agreement then all amendments will be recorded at Appendix 2 below.
15. The referral of the Dispute to Mediation does not affect any rights that may exist under Article 6 of the European Convention on Human Rights. If the Dispute is not settled by the Mediation, the rights of the Parties to a fair trial remain unaffected.
16. This Mediation Agreement shall be governed by, construed and take effect in accordance with the law of England and Wales.

**SIGNED:**

<b>Mediation4Construction Limited</b>	Signed.....  Name.....
<b>Claimant*</b>	Signed.....  Name.....
*Name and signature of person with full authority to enter into this Mediation Agreement and to enter into any settlement at the Mediation.	
<b>Defendant*</b>	Signed.....  Name.....
*Name and signature of person with full authority to enter into this Mediation Agreement and to enter into any settlement at the Mediation	
<b>Mediator</b>	Signed.....

	Name.....
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Date:.....

**APPENDIX 1**  
**CONFIDENTIALITY APPENDIX**

**SIGNED:**

PARTY	NAME OF ATTENDEE	SIGNATURE	DATE

**APPENDIX 2**

**AGREED AMENDMENTS TO THE MEDIATION AGREEMENT**

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