

Procedure

1. Decisions as to procedure at the Mediation rest with the Mediator. The Mediator may in his absolute discretion terminate any meeting or discussion, limit the time for which any representative may address him or otherwise act in any way he sees fit with a view to the efficient, fair and orderly conduct of the Mediation.
2. Each Party may appoint whoever the Party wishes to act as the Party's representative at the Mediation provided that not more than one representative shall appear for any Party at the Mediation except in substitution for a previously notified representative.
3. A Party does not require legal representation to attend the Mediation.
4. Where a Party is not legally represented, such Party is advised to obtain independent legal advice before, during and after the Mediation and prior to finalising any agreement reached pursuant to the Mediation.
5. The Mediator will not act as counsel, consultant, advisor or expert for any Party to the dispute in relation to the dispute nor in any other capacity in relation to the dispute which might reasonably be considered to involve the use of confidential information to which he has become privy by reason of his involvement in the dispute as Mediator unless all the parties agree in writing that he may so act.
6. No formal record of the Mediation will be kept by the Mediator.
7. The Mediator may hold private sessions with one Party at a time. These private sessions are designed to improve the Mediator's understanding of the Party's position and to facilitate the Mediator in expressing each Party's viewpoint to the other side.
8. Information gained by the Mediator through such a session is confidential unless (a) it is in any event publicly available or (b) the Mediator is specifically authorised by that Party to disclose it. This paragraph is subject to paragraphs 10 and 11 below.

9. The Mediator and the Parties undertake to one another that, save as may be otherwise agreed in writing by the Parties or their respective solicitors, they will maintain confidentiality in respect of all statements and matters arising in the Mediation. The confidentiality provisions in this Agreement are however subject to the exceptions set out in paragraphs 10 and 11 below.
10. Confidentiality does not apply insofar as any Party needs to disclose any such statements and matters in order to comply with any statutory obligation or obtain professional advice.
11. Without prejudice to the generality of the above, the Mediator has an absolute obligation under the Proceeds of Crime Act 2002 to report to the National Crime Intelligence Service any knowledge or suspicion relating to the involvement of the proceeds of crime (including tax evasion) and is precluded by law from informing the Parties of his intention to do so.
12. The Parties recognise that the Mediation is for the purpose of attempting to achieve a negotiated settlement and as such all information provided during the Mediation is without prejudice and will be inadmissible in any litigation or arbitration of the dispute.
13. Evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the Mediation.
14. Neither party will compel, require to be compelled or otherwise require the Mediator or any member, employee or agent of 12 King's bench Walk to give evidence or produce any record, note or other information or material whatever in any future or continuing proceedings.
15. Each person involved in the Mediation will keep confidential and not use for any collateral or ulterior purpose the fact that the Mediation is to take place or has taken place, other than to inform a Court dealing with any litigation relating to the dispute of that fact.
16. Where the Mediation has taken place as a result of a Court order the Parties agree that the Court can be notified of the fact that the case has resolved through Mediation. The notification will come from the Parties and take the form of a letter agreed between the Parties at the conclusion of the Mediation. The notification will not disclose the terms of any settlement, unless otherwise agreed by the Parties.
17. All documents, statements, information and other material produced prior to or during the course of the Mediation, save to the extent those documents disclosed already and in the domain of the litigation, whether

in writing or orally, shall be held in confidence by the Parties and shall be used solely for the purposes of the Mediation.

18. To the extent that a timetable has been agreed the Mediator shall use reasonable endeavours to comply with such a timetable; such a timetable shall be extended as agreed by the Parties and in any event to take account of matters beyond the reasonable control of the Mediator. Such matters shall include, but not be limited to, delays on the part of either Party, illness or unavoidable professional commitments of the Mediator.
19. The Mediator may at his discretion, but only at the request of the parties to the dispute who have participated in the Mediation, suggest terms upon which the dispute should, in his opinion, be settled. Such expression of opinion shall not be binding upon the Parties and shall not be relied upon in or for the purposes of any legal or similar proceedings or in or for any form of alternative dispute resolution in relation to the dispute or any matter related to or concerning the subject matter of the Mediation.

Other proceedings etc

20. Unless the Parties expressly agree in writing entering into the Mediation Agreement shall not prevent any Party from commencing or continuing any litigation or arbitration in relation to the dispute.

Termination of the Mediation

21. Any Party to the Mediation may withdraw from the Mediation at any time and shall forthwith notify the Mediator and the other parties in writing. In the event of a Party withdrawing from the Mediation:-
 - 21.1 That Party shall remain liable for its share of the fees and charges in respect of the Mediation up to and including the date upon which written notice is received by the Mediator, including such fees and charges payable in advance which have become due (whether paid or not) and the Mediator shall be entitled to retain or receive payment (as the case may be) of his administrative charges and any irrecoverable expenses incurred including any fees of the Mediator in respect of reading time or preparation;
 - 21.2 The remaining parties to the Mediation (if more than one) may by notice in writing to the Mediator agree to continue the Mediation as between themselves and if they do so agree shall in the same notice inform the Mediator of the issues remaining the subject of the Mediation.

Interpretation

22. In this Mediation Procedure Code:
 - 22.1 The masculine includes the feminine.

22.2 References to 12 King's Bench Walk are references to the Barristers' Chambers at that address, the full contact details of which are set out below.

12 King's Bench Walk, Temple, London EC4Y 7EL,
Tel: 020 7583 0811, Fax: 020 7583 7228, Video Conferencing: 020 7583 4190
E-mail: [\[Insert name of mediator\]@12kbw.co.uk](mailto:[Insert name of mediator]@12kbw.co.uk), Website: www.12kbw.co.uk, DX 1037 Chancery Lane