

**THE FOLLOWING PARTIES** namely:

- A. The Claimant, [Insert name of Claimant], represented by [Insert name of firm and individual representative]
- B. The Defendant, [Insert name of Defendant], represented by [Insert name of firm and individual representative]

(collectively the "Parties") hereby agree to have the Mediator named below mediate their dispute and 12 King's Bench Walk Chambers (for these purposes referred to as 12 Mediation in this Agreement) administer the Mediation of their dispute on the following terms and on the terms of the 12 Mediation's Mediation Procedure Code (a copy of which is annexed to this Agreement):

**Mediation procedure**

The Mediation shall be held and conducted according to this Agreement.

The Mediation meeting itself shall be referred to throughout this agreement as the Mediation.

Parties will attend the Mediation personally or in the case of partnerships, companies or insured parties, through their authorised representatives. An authorised representative must have full authority of the represented Party to settle. Any restriction on this authority is to be raised with the Mediator prior to the Mediation.

Any settlement reached in the Mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, each of the Parties. It will then become known as the settlement agreement.

**Mediator**

2.1 The Parties agree that [Insert name of mediator] of 12 King's Bench Walk will be the Mediator.

2.2 The Parties and the Mediator recognise that the Mediator is an independent contractor and is not an agent or employee of the Barristers' Chambers at 12 King's Bench Walk.

2.3 The appointment of the Mediator shall begin when all parties have requested him to accept the appointment upon the terms set out below.

### **Place and time of the mediation**

3. The Mediation will take place at [Insert place], on [Insert date] starting at [Insert time]. Terms of the Mediation

4. The Mediation shall be conducted on the terms of this agreement and on the terms of the 12 Mediation's Mediation Procedure Code (a copy of which is annexed to this Agreement).

### **Mediation fees, expenses and costs**

5. The fees of the Mediator shall be:

- (a) in accordance with and on the terms of the Schedule of Charges of 12 Mediation current at the date of the signing of this Agreement (a copy of which Schedule of Charges is annexed to this Agreement);
- (b) (b) all reasonable expenses;
- (c) (c) VAT on (a) and (b).

6. The Mediator shall be entitled to submit and the parties shall pay such interim accounts for fees, expenses and disbursements as he considers appropriate and such interim accounts shall be payable within 30 days of their submission.

7. The Mediator's fees and any other expenses associated with the Mediation will be borne equally by the Parties, unless as a result of mediated settlement it is agreed otherwise. Payment of these fees and expenses will be made to the Mediator at 12 King's Bench Walk. Unless agreed otherwise, these costs and expenses will be costs in the case.

8. Each Party will pay its own costs and expenses in instructing any legal representative to prepare for and/or participate in the Mediation. Unless agreed otherwise, these costs and expenses will be costs in the case.

### **Personal information**

9. We will use the personal information you provide Us to:

- (a) deliver the Services to you
- (b) process your payment for the Services
- (c) give you information about any of the services we offer, but you may stop receiving this at any time by contacting our Events Team at [events@12kbw.co.uk](mailto:events@12kbw.co.uk).

9.1. Your personal information will be processed in line with Data Protection Legislation and in accordance with Our Privacy Policy which is hereby incorporated into this Agreement. Our Privacy Notice can be accessed or provided on request.

9.2 We will only share your personal information with third parties where the law requires Us to do so.

## **Exclusion of liability**

10. Neither the Mediator nor 12 Mediation shall be liable to the Parties 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 shown to be fraudulent or in bad faith. This exclusion clause applies subject to any applicable law.

## **Human rights**

11. The referral of this dispute to Mediation does not affect the rights that may exist under Article 6 of the European Convention on Human Rights, as incorporated into English law. If the dispute is not settled by Mediation, the Parties' right to a fair trial remain unaffected.

## **Law and jurisdiction**

12. This Mediation Agreement shall be governed by, construed and take effect in accordance with English Law.

## **Interpretation**

13. In this Mediation Agreement:

13.1 The masculine includes the feminine.

13.2 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.

13.3 References to 12 Mediation are references to the mediation service offered by certain Barristers who are members of those Chambers.

## **Signature of this Agreement**

14.1 This Agreement is to be signed by the instructed representative of each Party attending the Mediation (if represented) on behalf of that Party.

14.2 The legal representative is liable for the costs of the Mediation in the same way as they are liable for disbursements incurred in the course of litigation.

(continued)

A. The Claimant, [Insert name of Claimant], represented by [Insert name of firm and individual representative]

Signed:

Name:

Date:

B. The Defendant, [Insert name of Defendant], represented by [Insert name of firm and individual representative]

Signed:

Name:

Date:

C. [Insert name of mediator] (The Mediator) Signed:

Date:

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, Website: www.12kbw.co.uk, DX 1037  
Chancery Lane