

# Terms and Conditions

THIS AGREEMENT is made between Christopher Wright (the Mediator) and the other Parties signing below, and it replaces any prior Agreement made between them.

## **Obligations of the Mediator**

1. Christopher Wright is appointed and shall act as Mediator in the dispute between the other Parties to this Agreement.
2. The Mediator will make himself available at the date, time and place agreed for the period agreed in order to assist the other Parties to reach an agreement to settle their dispute wholly or in part.
3. In the event that the Mediation has to be adjourned, the Mediator will use reasonable endeavors to make himself available to conduct the adjourned Mediation hearing at a date convenient to the Parties.
4. The Mediator will undertake preparation up to a maximum amount of two hours, or such other amount as may be agreed between him and the other Parties.
5. The Mediator is appointed simply to act as a Mediator and has no obligation or entitlement to give legal advice to the Parties, who shall be responsible for obtaining their own legal advice. If any party wishes to be represented by a solicitor or other individual in the hearing (which is not often necessary) they must give 10 days' written notice to the Mediator and any other party. A saving may be made by simply having your solicitor or other representative available to consult by phone.
6. The Mediator warrants that he has no undisclosed conflict of interest such as may be considered to affect his neutrality in providing his services as Mediator.
7. The Mediator will abide by his Privacy Policy as set out in the attached Privacy Policy.
8. In the event that the Mediation hearing is cancelled by either or both of the other Parties within 7 days before the scheduled hearing date, the Mediator is entitled to be paid a cancellation fee, although if the Mediation is simply postponed to another date he may (at his absolute discretion) agree to waive any cancellation fee otherwise payable.
9. The Mediator may bring the Mediation to an end, notwithstanding that the full time allocated has not been used up, if the Parties indicate that they are not able to reach any Agreement to settle the dispute or any part of it, OR if he considers in his absolute discretion, that the behaviour of any of the Parties at the Mediation is abusive, bullying, threatening, or otherwise not conducive to reaching an amicable Agreement to Settle.

## **Obligations of the Other Parties**

10. The Parties shall each be responsible for paying their share of the Mediator's complete fee into his nominated bank account (normally that of Kendrey Consultancy Limited) in cleared funds, at least 72 clear hours before the scheduled hearing commencement time.
11. The Parties shall ensure that the person attending the Mediation on their behalf has full authority to enter into a Settlement Agreement without referral back to their principal, unless they have given the other Parties (including the Mediator) written notice at least 10 days in advance of the hearing date of the fact that they will not have this authority at the hearing.

12. In addition, the parties shall be responsible for arranging and paying for a suitable venue for face-to-face mediations to take place.
13. In addition to the mediator's complete fee, the parties shall be jointly and severally liable to re-imburse the mediator's travel and hotel costs if a face-to-face mediation takes place outside Greater London.

#### **Obligations of All Parties to this Agreement**

14. All Parties shall maintain strict Confidentiality\* at all times with regard to all matters discussed and considered during the course of the Mediation, both in open session and in any break-out sessions, as well as any adjourned Mediation hearing, and may not refer to them in any subsequent Court, Adjudication, Arbitration, or other proceedings other than to confirm that a Mediation took place and on what date(s), or in any other context, unless all Parties to this Agreement including the Mediator agree in advance in writing that these matters may be disclosed.

**Signed**

**Dated**

\_\_\_\_\_  
Mediator

**Signed**

**Dated**

**Signed**

**Dated**

\* In those cases involving young or vulnerable people, safeguarding issues overrule the strict confidentiality.