



## Mediation Agreement with Schedules

(1) Mediation Fees (2) Early Resolution Neutral (3) Booking Form

### The Parties

1) The parties to this Mediation agreement are [ ] and [ ]  
("the Disputants") and [the Mediator]

### Agreement to Mediate

- 2) The Disputants agree:
- a) To attempt to settle their dispute through the Mediation process described herein [the Mediation] and on the terms contained herein.
  - b) To appoint ..... as the Mediator.
  - c) To pay the Mediation fees in accordance with the Schedule hereto by latest 10 working days in advance of the date fixed for the Mediation hearing, failing which the hearing date may be cancelled or postponed.

### The Dispute

3) The dispute(s) being referred to Mediation is/are [ ].

### Venue and Time

4) The Mediation will take place at [place] at [time] on [date].

### The Mediator

- 5) The Mediator is .....
- 6) The Mediator does not advise or represent any of the Disputants.
- 7) The Mediator's role is to assist the Disputants to facilitate an agreement. The Mediator will not make decisions for the Disputants about how their dispute should or must be resolved. If requested to do so by the parties and if the Mediator agrees, the Mediator may make a non-binding recommendation.



8) The Mediator will act in good faith as a neutral throughout the process. The Mediator will not be liable to any Disputant for any act or omission in respect of his services under this agreement. The responsibility for any resolution of the dispute rests with the Disputants.

9) No Disputant shall call the Mediator as a witness to testify as to the fact of the Mediation or as any oral or written communication made at any stage of the Mediation. No Disputant will serve a witness summons upon the Mediator or otherwise seek access to any documents prepared for or in connection with the Mediation other than this Mediation agreement. In the rare circumstance that the Mediator is compelled by the Court to give evidence and/or produce documents, the Mediator will be entitled to charge for the time incurred on an hourly rate basis.

### **Confidentiality**

10) The Mediator will not disclose to anyone who is not a party to the Mediation or a professional adviser engaged by such a party anything said during the Mediation or any materials submitted or any information disclosed in the course of the Mediation unless:

- a) The Disputants consent to the Mediator doing so.
- b) The Mediator is required by law so to do.
- c) Such disclosure is necessary for the prevention of crime or personal injury.

11) No Disputant will disclose to anyone who is not a party to the Mediation or to a professional adviser engaged by such a party anything said by another party or their representative during the Mediation or any materials submitted or any information disclosed by such other party or their representative in the course of the Mediation unless:

- a) The other Disputant or Disputants consent to the Disputant doing so.
- b) Such disclosure is necessary in order for the Disputant to obtain professional advice.
- c) Such disclosure is necessary to enforce any settlement agreement reached in the Mediation.
- d) The Disputant is required by law so to do.
- e) Such disclosure is necessary for the prevention of crime or personal injury.



12) Any evidence that is otherwise admissible or disclosable will not be rendered inadmissible or non-disclosable solely on the ground of its use in the Mediation.

### **Process Voluntary and Without Prejudice**

13) Any Disputant may withdraw from the Mediation at any time.

14) The Mediator may terminate the Mediation at any time.

15) The Mediation will be treated as privileged and confidential to the full extent allowed by law.

16) No Disputant will be bound by any agreement reached in the Mediation unless and until such agreement has been reduced to writing and signed by or on behalf of all the Disputants.

17) If a settlement agreement is entered into and duly recorded in writing and signed by or on behalf of all the Disputants then it will be fully binding in law.

### **Authority to settle**

18) The Disputants agree that they or the representative attending the Mediation on their behalf will have full authority to settle the dispute between them.

### **Law and Jurisdiction**

19) The mediation agreement is governed by English law and (unless a settlement agreement otherwise specifies) the courts of England and Wales shall have exclusive jurisdiction in respect of any claim or dispute arising out of or in connection with the Mediation or this mediation agreement.

### **Complaints**

20) The Mediator agrees that any complaint in respect of his conduct of the Mediation may be submitted to the Civil Mediation Council (CMC) to be determined in accord with its complaints procedure.



## Schedule 1

### Mediation Fees

Lux Mediation recognises that Mediations vary in terms of complexity and quantum and therefore, upon request, may apply the **Dispute Quantum Fee Structure** below.

Mediation fees are based upon a two-party Mediation. Fee quotes for mediations involving more than two parties can be obtained by contacting Lux Mediation via email [jonathan@lux-mediation.com](mailto:jonathan@lux-mediation.com)

- The fee for mediation expected to last a full day (10am -6pm) will be £2000 per party.
- A half day mediation (i.e. 4 hours) can be arranged at 60% of the daily rate.
- The above fees will cover up to 3 hours of preparatory work including the provision of mediation agreements, any necessary pre-reading, and pre-mediation discussions with the parties and/or their advisors.
- An additional fee of £225 per party per hour will be charged for additional time spent on preparatory work or after 6:00pm at the mediation.
- These fees are subject to revision by prior negotiation in respect of matters which are straightforward and require insubstantial preparatory work or conversely require particularly substantial preparatory work.
- A cancellation fee of 50% of the agreed fee will be charged in the event of a cancellation less than 10 working days before the date fixed for the Mediation and 100% of the agreed fee in the event of a cancellation within 3 working days of the start date of the Mediation.
- The parties and their respective solicitors are to be jointly and severally liable for the payment of these fees but initially fee notes for one-half (or such other proportion as is appropriate in



the case of multi-party Mediations) of the total amount payable will be rendered to each Disputant and/or to the solicitor acting for each Disputant.

- These fees will be payable latest 10 working days in advance of the Mediation hearing by bank transfer to [\[find bank details here\]](#).
- If payment is not made as aforesaid, this will be deemed a cancellation of the Mediation and the cancellation fee will be payable.
- Lux Mediation may be able to assist in arranging a venue for the Mediation.

\* All fees are per party and exclusive of VAT

## Dispute Quantum Fee Structure

All mediation fees are calculated on the basis of a daily rate per party for the Mediation day (10am-6pm) and an additional hourly rate per party for time that goes beyond the Mediation day. The fee also includes up to 3 hours preparation; in the unlikely event that the Mediator requires longer than 3 hours preparation time, the parties will be informed and rates will be discussed.

The fees per party:

### Valuation of claim (to include also any counterclaims)

### Fee Per Party

*\*We reserve the right to charge fees in accordance with the actual pleaded claims and counterclaims if higher.*

Up to £100,000	£1250 plus hourly rate of £150
Up to £250,000	£1500 plus hourly rate of £175
Up to £500,000	£1750 plus hourly rate of £200
Up to £1,000,000	£2000 plus hourly rate of £225
Above £1,000,000	£2500 plus hourly rate of £250

The fees for a half day Mediation (i.e. 4 hours) shall be 60% of the fees set out above.

The fees for unquantified claims are agreed on a case by case basis with Lux Mediation.

## Mediators

at Lux Mediation are willing to travel nationally

and internationally and expenses for such Mediations will be considered on a case by case basis. Should travel expenses be charged please note that travelling time will not be, and any expenses will be on a cost basis only.

\* All fees are per party and exclusive of VAT

## Schedule 2

### Early Resolution Neutral

We can also act as an 'Early Resolution Neutral' (ERN) brought into a dispute at an early stage when it is clear that dialogue between the parties has dried up. The ERN, working together with the parties' appointed lawyers and/or claims handlers can enable costly paralysis to be overcome. Our ERN can explore with each party in strict confidence possibilities to move matters forward in the best interests of all parties to the dispute.

It is important to stress that the ERN will not disclose what he learns from one party without the express authorisation of that party. This, therefore, creates a safe setting in which ERN can explore the overlapping interests which may unite the parties and enable them to collaborate to resolve the dispute.

The ERN can:

- Upon receiving an approach from one party, seek buy-in from the other party or parties.
- Operate in an environment of confidentiality - any information the ERN learns from one party will not be disclosed to the others without express authorisation.
- Explore with each party its case and the indispensable minimum further information and/or documentation which may need to be collected to enable constructive discussions to occur.



- Work out a mutually agreed, clear 'roadmap' which will enable the parties to identify their options for resolving, or alternatively for contesting, such issues as remain.
- Should it be necessary, hold a Mediation, albeit much earlier in the process.

Unless otherwise specified the terms of the Mediation Agreement will apply when appointing us to act as Early Resolution Neutral.

### **Early Resolution Neutral Fees**

The initial exploration with each of the parties is free of charge (not exceeding a total of one hour per party for initial briefing by, and discussion with, each party) or a maximum of three hours for multiparty.

If after such initial discussions, one or more of the parties declines to agree to the early resolution terms and/or if the Mediator is of the opinion that the process is unlikely to be of net benefit to the parties, then the Mediator may terminate the procedure.

If one or more of the parties agree to continue the discussions and/or exploration of options under the terms of early resolution, then after the initial period the Mediator will charge each party £175 per hour for time spent in discussion with that party.

It is not a requirement to have all parties agree to early resolution for the Mediator to step in and assist the party or parties, when they request early resolution.

For further information on Early Resolution [click here](#) and send us an email requesting more information.



**Schedule 3 (Lux Mediation Booking Form)**

The Mediation is to take place in [ ]

Number of parties in the Mediation [ ]

Is lunch to be provided? Yes [ ] No [ ]

Names of those attending:

[ ]

[ ]

[ ]

[ ]

[ ]

[ ]

[ ]



Signed:

Name:

On behalf of:

Date:

Signed:

Name:

On behalf of:

Date:

Signed:

Name:

On behalf of:

Date: