AGREEMENT TO MEDIATE

We, the People named overleaf, and the Mediators, **agree to mediate in good faith** under the terms set out below, on **[XX – DATE]** at or via **[XX – VENUE(S) OR ONLINE PLATFORM]**.

1. **Mediators.** The People appoint Steven Bate (for and on behalf of Bee Consulted Limited), as Mediator and **[XX - name, if applicable]** as Assistant Mediator. "Mediators" means either the Mediator or the Mediator and any Assistant Mediator together. "Mediators" also includes Bee Consulted Limited particularly, but without limitation, for the purposes of clause 7 below.

2. **Role.** The Mediators facilitate the mediation and decide its procedure. They are neutrals who help the People communicate on a confidential and without prejudice basis. They give no legal advice, decide no issues, make no judgements, and make no recommendations.

3. **Process.** The Mediators may meet with the People together ("joint sessions") or separately ("private sessions") to develop their awareness of each of their ideas, to help them to understand each other, and to communicate with each other. Information shared in private stays confidential unless the person who provided it allows the Mediators to share the information or the law requires disclosure.

4. **Confidentiality.** Any information prepared or received for or communicated in connection with the mediation is confidential and without prejudice however it is prepared or received. Such information must be kept confidential and must not be repeated or referred to in any investigation, disciplinary matter, or legal or other proceedings except where disclosure is required by law, permitted on public policy grounds, or necessary to address serious safeguarding, child protection, or criminal matters. No digital or tape recording or other recording or formal transcript of the mediation will be made by any person or the Mediators. The People may take notes but they agree that they shall keep and store them in a confidential manner after the Mediation, and observe the same restrictions on use.

5. **No evidence.** The People agree not to ask the Mediators to give evidence in any investigation, disciplinary process, court or arbitration action, or in any other proceedings. If one or more of the People nevertheless asks or calls a Mediator to give evidence, then they must pay for the Mediator's time in advance at the overtime rate set out in clause 11 below.

6. **Notes and records.** The Mediators do not take or keep notes during the process. At the end of the process they will destroy the mediation papers except for the signed copy of this Agreement to Mediate which they will retain digitally for six years. Records required by law or professional obligations may also be kept.

7. **Immunity and liability of the Mediators.** The People agree as a condition precedent to the Mediators acting in the Mediation, that in respect of the Mediators' acts or omissions arising under, out of, or in connection with the Mediation, and to the extent permitted by law -

   (1) they and any person who has signed the Mediation Attendance Confidentiality Agreement shall not commence or pursue any legal proceedings against the Mediators, whether jointly or severally,

   (2) the Mediators shall not be liable in any way to the People, any person who has signed the Mediation Attendance Confidentiality Agreement, or any other person, and

(3) further or in the alternative the total liability of the Mediators, taken together, is limited to £1,500,000 for any one claim or series of related claims.

8. **Representation and attendance.** Any or all of the People may have a representative or supporter present at the Mediation. Every representative, supporter, observer and other attendee who has not signed this Agreement must sign and agree to be bound by the accompanying Mediation Attendance Confidentiality Agreement.

9. **Outcome.** The People decide whether to settle and on what terms. Any outcome agreed in the Mediation becomes binding only when it is recorded in writing and signed by or on behalf of the People, setting out in their agreed words the outcome acceptable to them.

10. **Ending the Mediation.** Any person may withdraw at any time without giving a reason, but a person wishing to leave will, however, agree to spend ten minutes in private with the Mediators before leaving, to discuss their reasons. The People also agree that the Mediators may in their absolute discretion decide to end the mediation at any time: if the Mediators decide to do so, then they shall not be asked for a reason.

11. **Mediation fees.** The People agree that they will both pay the Mediation fee due from them (namely **£X plus VAT from each of them**). Each of them must pay the fee before the first pre-mediation meeting. Once paid, the fee is non-refundable if one or both of the People cancels the mediation. Any time beyond ten hours of mediation work is due and immediately payable at the overtime rate of £350 per hour or part of an hour and this overtime rate applies to time incurred or to be incurred under clause 5 above.

Signed by the People

Name: ..... Signed: ..... Date: DD/MM/YYYY

Name: ..... Signed: ..... Date: DD/MM/YYYY

Signed by the Mediators

Name: ..... Signed: ..... Date: DD/MM/YYYY

Name: ..... Signed: ..... Date: DD/MM/YYYY