

Specimen Mediation Agreement

Standard form - to be completed for each mediation appointment

SPECIMEN - CASE-SPECIFIC DETAILS TO BE COMPLETED BEFORE SIGNATURE

1. Parties

This Agreement is made between the following parties and Steven Bate, the Mediator, acting through Bee Consulted Limited trading as Construction + Engineering Mediation.

Party A	[Full legal name]
Company number	[If applicable]
Address	[Registered or principal address]
Party B	[Full legal name]
Company number	[If applicable]
Address	[Registered or principal address]

[Add further Parties where required.]

2. The Dispute

Dispute	[Short neutral description of the dispute]
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This is referred to in this Agreement as the Dispute.

3. Appointment and participation

The Parties jointly appoint Steven Bate to mediate the Dispute and the Mediator accepts the appointment.

The Parties and Mediator agree that the Mediation will be conducted in accordance with this Agreement, the Construction + Engineering Mediation Standard Terms of Appointment supplied to the Parties, and the European Code of Conduct for Mediators, subject to applicable law.

The Standard Terms of Appointment are incorporated into and form part of this Agreement.

Nothing in this Agreement requires any Party to settle the Dispute or to accept any particular settlement terms.

4. Advisers

Party A adviser	[Name / organisation / email / telephone]
Party B adviser	[Name / organisation / email / telephone]

[Add further Parties as necessary.]

Each Party will notify the Mediator and the other Parties promptly of any material change to its Advisers.

5. Participants and authority

Party A participants [Names and roles]

Party B participants [Names and roles]

[Add further Parties as necessary.]

Each Party confirms that a person with sufficient authority to agree binding settlement terms will participate throughout the Mediation or will be immediately available in a manner agreed with the Mediator.

Each Party is responsible for ensuring that every person participating on its behalf understands and observes the confidentiality and other applicable provisions of this Agreement and the Standard Terms of Appointment.

6. Date and format

Date [DD Month YYYY]

Start time [Time]

Expected duration [Hours / full day]

Format [In person / Online / Hybrid]

Venue or platform [Details]

The Parties and Mediator may vary these arrangements by agreement.

7. Fee

Mediator fee £[amount] including VAT in total

Included preparation Up to [] hours

Included mediation Up to [] hours

Party A share £[amount] including VAT

Party B share £[amount] including VAT

[Add further Parties where required.]

Additional mediator time will be charged, where agreed, at £180 including VAT per mediator hour in total, unless another rate is stated here: [].

Reasonable travel and accommodation not included in the agreed fee will be charged at cost, agreed in advance.

The Parties acknowledge that the cancellation and postponement provisions in the Standard Terms of Appointment apply.

8. Independence and conflicts

The Mediator confirms that, following the information supplied for conflict checking, he is not aware of any circumstance that prevents him from acting independently and impartially, subject to any disclosure recorded below.

Disclosure [None / details]

The Parties confirm that they have considered any disclosure identified above and agree to the Mediator acting. The Mediator's duty to disclose relevant circumstances continues throughout the Mediation.

9. Confidentiality and without prejudice

The Parties acknowledge that the Mediation is private, confidential and without prejudice in accordance with the Standard Terms of Appointment.

Those provisions apply to mediation-related communications made in preparation for the Mediation as well as communications during and, where applicable, after the mediation meeting.

Information communicated privately by a Party to the Mediator will not be disclosed to another Party without permission, subject to the exceptions set out in the Standard Terms of Appointment and applicable law.

No audio or video recording, automated transcript, AI transcription service or AI meeting assistant may be used without the prior agreement of all Parties and the Mediator.

10. Settlement

The Mediator does not determine the Dispute and does not provide legal advice to either Party.

Any settlement is for the Parties to decide.

No settlement reached during the Mediation will be binding merely because it has been agreed orally or in principle. Any binding settlement must be recorded in writing and signed by or on behalf of the Parties, or otherwise expressly concluded in a form intended by them to be legally binding.

11. Professional indemnity insurance

The Mediator confirms that professional indemnity insurance covering the mediation services to be provided under this appointment is in force with a limit of indemnity of at least £1 million.

12. Entire mediation agreement

This Agreement and the incorporated Standard Terms of Appointment contain the terms governing the Mediator's appointment and the conduct of the Mediation.

Any amendment must be agreed in writing by the Parties and the Mediator.

13. Signatures

Signed for and on behalf of Party A

Name

Position

Signature

Date

Signed for and on behalf of Party B

Name

Position

Signature

Date

[Add signature blocks for further Parties where required.]

Signed by Steven Bate, Mediator

Signature

Date

For Bee Consulted Limited trading as Construction + Engineering Mediation

Name

Position

Signature

Date

Standard document status: Version 1.0 - effective 18 August 2026. This specimen must be completed for each appointment.