

ArtResolve

Agreement to Mediate

The following are the terms on which this mediation is undertaken. At the first joint mediation meeting you will be asked to sign this document as an indication of your commitment to the process and of your agreement to the terms set out below:

Date:

Parties:

1. Party A
2. Party B
3. Party C
(jointly “the Parties”)
4. “the Lead Mediator”.
5. “the Co-Mediator”
(jointly and individually “the Mediator”)

The dispute (“the Dispute”) between the Parties is as follows:

The Dispute arises in connection with a claim for

The Mediation Agreement:

1. The Parties have agreed to seek a settlement of the Dispute by mediation in accordance with the ArtResolve Mediation Rules, a copy of which is attached hereto as Appendix A (the “Rules”), which are incorporated into this agreement and bind all the Parties to it.
2. The Parties are as set out above and are represented in the mediation by:
 - (i) Party A:
 - (ii) Party B:

(iii) Party C:

3. The Lead Mediator will be [xx]. The co-Mediator will be [xx].

4. The mediation meeting will take place at:

On [xx] starting at: [xx] am/pm.

5. The representative signing this agreement on behalf of each Party is deemed on behalf of that Party to agree to the confidentiality provisions of the Rules (paragraph 8) and also confirms that they have full authority to settle the Dispute on behalf of the Party that they represent.

6. Mediation fees.

It is common for the Parties to pay the bill in equal shares unless the Parties agree otherwise but, in any event, each Party shares responsibility for the whole amount.

Initial Fixed Fee.

On receipt of the documents received from the Parties in accordance with paragraph 15 of the Rules, the Mediator will, within 7 days, assess the level of preparation necessary and the likely duration of the first mediation session and agree with the Parties a fee (“Fixed Fee”) up to and including the first mediation session. The Fixed Fee will include all reading and preparation time, but not routine telephone calls. Unless other arrangements are agreed, the Mediator will then issue an invoice for the Fixed Fee which must be paid at least 7 days before the first mediation session, or the mediation will not commence.

Subsequent fees

After the first mediation session any subsequent work undertaken by the Mediator will be charged at the Mediator's hourly rate, which is [£x per hour] plus VAT. This will include any extension of the agreed duration of the first mediation session and preparing a Note of the mediation session, if the Parties feel that is appropriate.

Cancellation

If the first Mediation session is cancelled by the Parties less than 7 days prior to the first mediation session the Mediator will issue an invoice for any preparatory work they have by then undertaken. This invoice will be based on their hourly rate.

Expenses.

The Mediator is allowed to charge reasonable expenses incurred in connection with the Mediation, such expenses to be agreed with the Parties in advance.

Interest.

Bills outstanding for more than three months will attract interest at the rate of 8%.

7. Law and Jurisdiction.

This agreement shall be governed by, construed and take effect in accordance with, English law. The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter which may arise out of or in connection with the mediation.

8. Human Rights.

Mediation does not affect any rights that any of the parties may have under article 6 of the European Convention of Human Rights. The Parties' rights to a fair trial is unaffected if the Dispute is not settled at the Mediation.

9. Contracts (Rights of Third Parties) Act 1999

No person or entity that is not a party to this agreement shall be able or entitled to enforce or rely upon any of the terms or provisions hereof by reason of the Contracts (Rights of Third Parties) Act 1999 (or otherwise) and the terms of such Act shall be (and hereby are) excluded.

Signed

.....
On behalf of Party A

.....
On behalf of Party B

.....
On behalf of Party C

.....
The Lead Mediator

.....
The Co-Mediator

APPENDIX A

(Copy of Rules)