

DASLS MEDIATION BOOKING – TIME LIMITED MEDIATION

Please provide full contact details for each solicitor or the party where they are not represented:

Claimant	Claimant's Solicitor
Defendant 1	Defendant's Solicitor
Defendant 2	Defendant's Solicitor
Defendant 3	Defendant's Solicitor
Venue	
Hours of Mediation required	
Date of Mediation	
Time of Mediation	

AGREEMENT FOR MEDIATION

WE, THE PARTIES, AGREE TO MEDIATION OF THE DISPUTE BETWEEN US ON THE FOLLOWING TERMS AND CONDITIONS

1 THE MEDIATOR

The parties agree to the appointment of a mediator. The parties understand that the mediator is independent, neutral, and is not employed by, or acting as, a representative of either party or the Devon & Somerset Law Society. The parties also understand that the role of the mediator is to facilitate settlement of the dispute by negotiation and agreement where it is possible. The mediator does not give legal advice and will not adjudicate the dispute.

The Mediator may ask the parties to consent to a Co-Mediator or observer to be present at the mediation.

Save in the case of gross error or misconduct, the parties agree that they will respect the neutrality of the mediator, any professional body to which the mediator may belong, and the Devon & Somerset Law Society and not bring any claim, demands or proceedings against any or all of these, arising out of the appointment of the mediator or the conduct of the mediation.

2 GOOD FAITH AND AUTHORISATION TO NEGOTIATE

Whilst it is recognised that mediation is a voluntary process, and that the mediator will not, and cannot, compel the parties to settle, nor even to continue the mediation, the parties agree to participate in good faith with the aim of achieving settlement.

The parties agree that they will have present at the mediation such people as are authorised to agree settlement terms, or ensure that they themselves have such authority.

3 PRIVATE SESSIONS

During the mediation the mediator will probably speak to the parties separately in order to improve the mediators understanding of the each party's views. Information given to the mediator during such private talks will be treated by the mediator as being confidential unless the party involved allows the mediator to give the information to the other party.

4 CONFIDENTIALITY AND THE WITHOUT PREJUDICE NATURE OF MEDIATION

The parties agree to keep confidential the fact that mediation is to take place.

If the mediation takes place by telephone or by video call then the parties agree to maintain confidentiality and agree that there will be no attempt to record the mediation. Further any attempt to record the mediation would be a breach of good faith with the result that the mediation would be terminated with immediate effect.

Other than a final written agreement, any information – whether written in a document prepared for mediation or written or spoken during the mediation – can only be used for the purpose of mediation and cannot be referred to in any court action unless the parties agree.

The mediator will destroy their notes after the mediation.

The parties agree that they will not call the mediator to give evidence in any court action.

5 ENDING THE MEDIATION

The mediator, or either of the parties, may end the mediation at any time without giving a reason.

6 MONITORING

DASLS Mediators are continually supervised. The parties agree to provide such information about the conduct of the mediation to the Devon & Somerset Law Society that is reasonable for this purpose.

7 FEES, COSTS AND REPRESENTATION

Each party agrees to bear its own costs relating to the mediation unless otherwise written or agreed. Each party may be represented if they wish.

Case Level	Duration	Fees per party
£200,000 to £1,000,000	4 Hours	£1250.00 + VAT
£80,000 to £200,000	4 Hours	£750.00 + VAT
£50,000 to £80,000	4 Hours	£550.00 + VAT
£15,000 to £50,000	4 Hours	£450.00 + VAT
£10,000 to £15,000	3 Hours	£350.00 + VAT

Mediation for claims exceeding £1,000,000 available by negotiation.

- Travel costs are included within the Devon & Somerset area (excludes Plymouth).
- If additional mediation time is required this can be agreed with the mediator who will invoice the parties directly at a rate of £87.50 plus VAT per party for each additional hour.

Please note that fees should be paid in full at the time of booking and not later than 5 working days prior to the mediation. Refunds can only be made when at least 5 working days notice of cancellation or postponement is given.

The parties to the mediation will be responsible for arranging the venue and meeting its costs.

8 COMPLAINTS

The Society is accredited by the Civil Mediation Council which ensures that our mediators maintain the highest standards of mediation practice.

Should you have reason to complain, please write to DASLS Mediation Panel at Aston Court, Pynes Hill, Exeter EX2 5AZ or by e.mail to 'mediation@dasls.com'. Receipt of complaints will be acknowledged within 5 working days.

A member of DASLS Mediation Panel who is not the mediator complained of will investigate the matter and report back to the complainant within 21 working days of the complaint being received. If additional time is required the complainant will be notified in writing.

If the response given by our Mediation Panel is not accepted the complainant can appeal on certain grounds to the Civil Mediation Council. Details of how to do this can be found at: <https://civilmediation.org/for-the-public/complaints/>

9 STATEMENT OF ISSUES

Each party should provide two copies of their statement of issues with this form.

Signed:-

ClaimantDate.....

Defendant.Date.....

MediatorDate.....

Please return to: Devon & Somerset Law Society, Aston Court, Pynes Hill, Exeter, EX2 5AZ
Tel. 01392 366333 mediation@dasls.com