

Nationwide Academy of Dispute Resolution UK Ltd

Stockland Cottage 11 James St, Treforest, Pontypridd Wales CF37 1BU UK : Phone +44(0)1443 486122 : Fax + 44(0)1443 404171

AGREEMENT FOR MEDIATION FCMS07

CLAIMANT'S NAME:	v	DEFENDANT'S NAME :
_____		_____
		NADR No _____

The undersigned parties, hereby agree to have mediation services provided by Nationwide Academy of Dispute Resolution, UK, Ltd. (hereafter referred to as "Nationwide") for their dispute concerning:

- MEDIATION RULES:** Nationwide will administer the mediation in accordance with its Mediation Rules. All parties recognise that mediation is a voluntary settlement negotiation and that the mediator is not a judge and has no authority to force a settlement on the parties. A settlement or agreement shall be reached in this dispute only if the parties to this dispute agree in writing that this settlement or agreement is fair and in their best interest and voluntarily entered into.
- MEDIATOR:** The parties agree that Nationwide has already or will select a mediator in accordance with Nationwide's rules. The parties recognise that the mediator is an independent contractor and is not an agent or employee of Nationwide.
- FEE:** Each party will be charged a fee of £1,000 per 8 hour day, payable at the commencement of the mediation session.
- CONSULTING WITH LAYERS:** Any party not represented by a LAWYER is encouraged to consult with a lawyer before, during and after the mediation session and before finalising an agreement regarding legal rights and obligations. The parties recognise that during the mediation process neither Nationwide nor the mediator is giving legal advice or legal counsel or analysing anyone's legal rights.
- PRIVATE SESSIONS (CAUCUSES):** The mediator may hold brief sessions with only one party. These "private sessions" are intended to improve the mediator's understanding of the participant's position. Information gained in a private session is confidential unless the participant agrees to have it brought up in joint session.
- CONFIDENTIAL:** The parties recognise that the mediation is confidential and that settlement negotiations or any other part of this mediation process are inadmissible in any litigation or arbitration of their dispute, to the maximum extent allowed by law. The parties specifically agree they will not subpoena, depose, or otherwise attempt to require the mediator or Nationwide to testify or produce records, notes, or work product in any future proceedings.
- PARTIAL INVALIDITY:** In the event that any provision of this Agreement is invalid, the parties agree that all remaining provisions shall be deemed to be in full force and effect.

THUS DONE AND SIGNED THIS _____ DATE OF _____, 20_____.

_____	_____
Party/Representative	Party/Representative
_____	_____
Party/Representative	Party/Representative

Mediator	

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MEDIATOR'S DECLARATION FCMS07M

CLAIMANT'S NAME:	v	DEFENDANT'S NAME :
_____		_____
		NADR No _____

I, the undersigned, as the duly appointed mediator to the above mentioned dispute, having been confirmed in the appointment by the parties to the dispute, hereby declare that :-

- 1 I have read and am fully conversant with the **MEDIATION RULES** of the Nationwide Academy for Dispute Resolution that apply to the conduct of the mediation of the above mentioned and will abide by, follow and apply, as applicable, the said **MEDIATION RULES** prior to, during the course of and after, the mediation.
- 2 I affirm that, to the best of my knowledge, I have no financial or personal interest whatsoever in the result of the mediation and that prior to the signing of this declaration I have disclosed to the parties all circumstances, that I am aware of, that might create a presumption of bias.
- 3 I affirm that mediation is a voluntary settlement negotiation and that as mediator I am not a judge and have no authority to force a settlement on the parties. A settlement or agreement shall be reached in this dispute only if the parties to this dispute agree in writing that this settlement or agreement is fair and in their best interest and voluntarily entered into.
- 4 I confirm that for the purposes of this mediation I am acting as an independent contractor and not as an agent or employee of Nationwide.
- 5 Whilst discharging my duties as a mediator I am not and will not be giving legal advice or legal counsel or analysing anyone's legal rights.
- 6 **CONFIDENTIAL:** I affirm that, unless otherwise required by law, I will not disclose or otherwise testify or produce records, notes, or work product in any future proceedings.
- 7 In the event that any provision of this Declaration is invalid, I agree that all remaining provisions shall be deemed to be in full force and effect.

THUS DONE AND SIGNED THIS _____ DATE OF _____, 20_____.

IN THE PRESENCE OF :-

_____	_____
Party/Representative	Party/Representative
_____	_____
Party/Representative	Party/Representative

Mediator