

DISPUTE MEDIATION CLIENT AGREEMENT

The Mediation Agreement

BETWEEN:

1 DISPUTE MEDIATION LIMITED of
3 Rowan House, 9/31 Victoria Road, Park Royal, London NW10 6DP

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The Mediator shall be:

The Mediation Day shall be on:

The Mediation Venue shall be at:

The fees: + VAT

The terms of this Agreement as set out above and on the following pages are hereby agreed

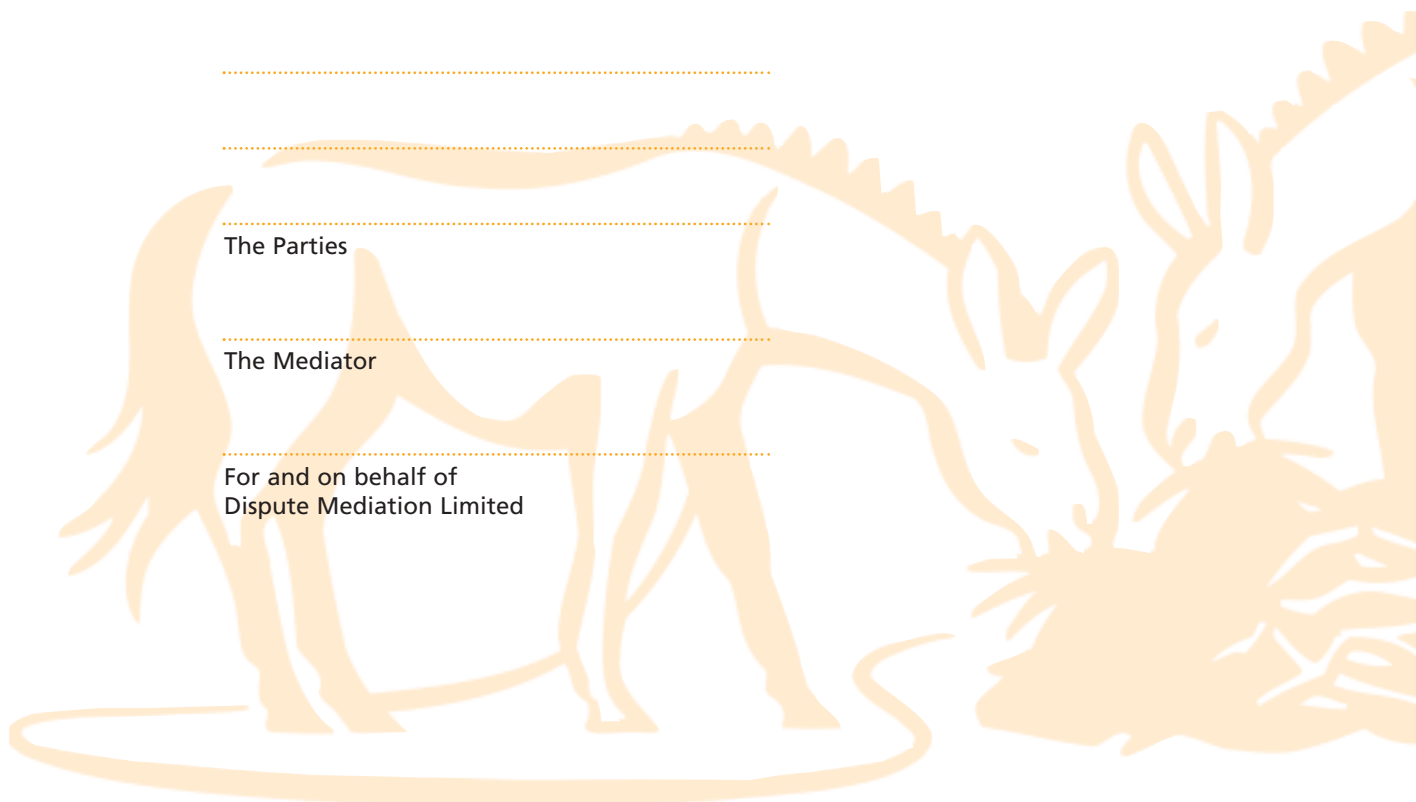
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.....
.....
The Parties

.....
The Mediator

.....
For and on behalf of
Dispute Mediation Limited



DISPUTE MEDIATION





DISPUTE MEDIATION

THE ROLE OF THE MEDIATOR

1 The Mediator shall-

- a attend meetings with any or all of the Parties prior to the Mediation Day if the Mediator decides it is appropriate;
- b prior to the Mediation Day read the Synopsis and the Documents prepared by each of the Parties sent to the Mediator through Dispute Mediation;
- c determine the procedure for the Mediation and the Mediation Day;
- d assist the Parties in drawing up the Settlement Agreement if appropriate;
- e abide by any additional terms required by Dispute Mediation.

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- a It is hereby agreed that the Mediator and any member of the Mediator's professional firm or company shall not act for any of the Parties in connection with the Dispute in any capacity either during the period of this Agreement or at any time thereafter.
- b The Parties agree that they shall not appoint the Mediator to act as a mediator in respect of any future disputes between any one of the Parties or between one of the Parties and a third party without first obtaining the written consent of Dispute Mediation.
- c The Parties hereby agree that in relation to the Dispute neither the Mediator nor Dispute Mediation is an agent of, or acting in any capacity for, any of the Parties.

THE ROLE OF DISPUTE MEDIATION

3 Dispute Mediation shall make the following arrangements in relation to the Mediation and the Mediation Day which shall include but shall not be limited to the following:-

- a appoint the Mediator for the Mediation;
- b arrange the Mediation venue;
- c liaising and agreeing with the Parties and the Mediator the date for the Mediation Day;
- d ensuring that all parties exchange the Synopsis and the Documents of each Party prior to the Mediation Day;
- e meeting with any or all of the representatives of the Parties with or without the Mediator to discuss arrangements relating to the Mediation;
- f dealing with general administration relating to the Mediation and the Mediation Day



DISPUTE MEDIATION

THE EXCHANGE OF INFORMATION

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- a** The Parties shall, with the assistance of Dispute Mediation, exchange with the other parties and send to the Mediator at least 10 working days prior to the Mediation:-
The Synopsis;
Copies of the Documents;
- b** In addition, each party can provide further documentation to Dispute Mediation for passing on to the Mediator stating clearly that such further information is confidential to the Mediator and Dispute Mediation and such further information shall not be disclosed to the other party(ies).
- c** The Parties, with the assistance of Dispute Mediation, shall agree the maximum number of pages of the Synopsis and the Documents in an attempt to agree a joint set of documents.

THE MEDIATION

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Dispute Mediation and the Mediator and the Parties hereby agree that no formal record (written or otherwise) or transcript of the Mediation shall be made.

THE PROCEDURE

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- a** It is agreed that the Parties will in the course of the Mediation use their best endeavours to attempt to settle the Dispute.
- b** Representatives of the Parties, and or the Parties (and their advisers) and the Mediator will attend the Mediation on the Mediation Day at the Mediation Venue.
- c** It is hereby agreed that the Parties will provide the representatives of the Parties with the necessary authority to settle the Dispute at the Mediation.
- d** If one of the Parties to the Dispute wishes to initiate the Mediation and Dispute Mediation are requested to do so by that party then Dispute Mediation shall approach the other party(ies) to the Dispute to persuade such other party(ies) to participate in the Mediation.

SETTLEMENT

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If a settlement is reached in the Mediation then such settlement shall not be binding on the Parties until the Settlement Agreement has been concluded.



DISPUTE MEDIATION

TERMINATION

- 8** The Mediation will be treated as terminated upon the happening of any of the following events:-
- a** any one of the Parties withdraws from the Mediation by providing to the Mediator or Dispute Mediation a formal written letter requesting withdrawal from the Mediation; or
 - b** the Settlement Agreement is concluded; or
 - c** in the opinion of the Mediator or Dispute Mediation it would be inappropriate to continue with the Mediation.

9 STAY OF PROCEEDINGS

Notwithstanding the Mediation any litigation or arbitration in relation to the Dispute may be commenced or continued unless the Parties agree otherwise.

10 CONFIDENTIALITY AND WITHOUT PREJUDICE

- a** All communications relating to and at the Mediation shall be without prejudice and confidential between the Parties and between the Parties and third parties.
- b** All parties to the Mediation including the Mediator and Dispute Mediation will keep confidential all information (whether provided orally, in writing or otherwise) produced in connection with or arising in relation to the Mediation including the Settlement Agreement (if any) arising out of it except insofar as it is necessary to implement and enforce the Settlement Agreement.
- c** The Synopsis and the Documents and all other material of whatsoever nature (including but not limited to anything upon which evidence is recorded including tapes and computer disks) or other information produced in connection with, or arising in relation to, the Mediation will be privileged and not be admissible as evidence or discoverable in any litigation or arbitration in connection with the Dispute except any documents or any other information which would in any event have been admissible or discoverable in any such litigation or arbitration.
- d** None of the Parties to this agreement will call the Mediator or Dispute Mediation (or any employee, consultant, officer or representative of Dispute Mediation) as a witness, consultant, arbitrator or expert in any litigation or arbitration in relation to the Dispute and the Mediator and Dispute Mediation will not voluntarily act in any such capacity without the written agreement of the parties.



DISPUTE MEDIATION

FEES

- 11** The Fees shall be borne equally by the Parties and the Fees shall include the room hire for the Mediation and all expenses of the Mediator and all other administration charges in connection with the Mediation other than the costs and expenses of each of the Parties connected to the Parties' participation in the Mediation. For the avoidance of doubt, fees are exclusive of VAT which shall be paid in addition to the Fees at the current rate.

PAYMENT

- 12** The Parties hereby agree to pay The Fees to Dispute Mediation no later than 10 working days in advance of the Mediation Day as a pre-condition of the Mediation Day taking place.

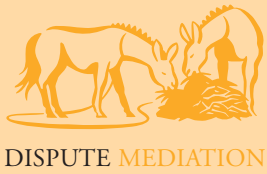
CANCELLATION

- 13** In the event of cancellation of the Mediation Day by one of the Parties:-
 - a** More than 10 working days prior to the Mediation Day, Dispute Mediation shall be entitled to recover 10% of the Fees from the Parties.
 - b** If less than 10 working days but more than 5 working days prior to the Mediation Day, Dispute Mediation shall be entitled to 30% of the Fees from the Parties.
 - c** If less than 5 working days but more than 48 hours prior to the Mediation Day, Dispute Mediation shall be entitled to 60% of the Fees from the Parties.
 - d** Less than 48 hours prior to the Mediation Day, Dispute Mediation shall be entitled to 100% of the Fees from the Parties.

For the avoidance of doubt, all cancellations must be notified to Dispute Mediation in writing.

WAIVER

- 14** Neither the Mediator nor Dispute Mediation shall be liable to the Parties for any act or omission in connection with the services provided by them in, or in relation to, the Mediation unless the act or omission is fraudulent or involves wilful misconduct.



GENERAL

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- a The table of clauses and the headings to clauses are inserted for convenience only and shall not affect the construction of this document.
- b The Parties and the Mediator acknowledge that Dispute Mediation although sharing business premises with Gillhams Solicitors is a wholly independent company and as such accept that they do not have the statutory protections attaching to the clients of a solicitor.

DEFINITIONS

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In this Agreement: -

“The Dispute” means
the dispute which is the subject of the Mediation.

“Dispute Mediation” means
Dispute Mediation Limited trading as Dispute Mediation.

“The Documents” means
all documents which are referred to in the Synopsis and to which each party may wish to refer in the Mediation.

“The Fees” means
the fees of Dispute Mediation as stated on the front page of this Agreement.

“The Mediation” means
the process of the Mediator assisting the Parties to reach an agreed settlement of the Dispute.

“The Mediation Day” means
the date as stated on the front page of this Agreement being the day during which The Mediation takes place.

“The Mediation Venue” means
the venue stated on the front page of this Agreement being the neutral venue set for the Mediation meeting by Dispute Mediation.

“The Mediator” means
the person stated on the front page of this Agreement being an accredited mediator appointed by Dispute Mediation to carry out the Mediation.

“The Parties” means
the parties to the Dispute whose details are set out on the front page of this Agreement.

“The Settlement Agreement” means
an agreement settling the Dispute (in whole or in part) reached in the Mediation which is evidenced in writing and signed by, or on behalf of, the Parties and shall be legally binding upon the Parties.

“The Synopsis” means
a clear summary setting out details of the case in dispute produced by each party to The Dispute.