

# WORKPLACE MEDIATION – TERMS AND CONDITIONS

This document states the terms and conditions for the provision of workplace mediation by Hampshire Mediation. Completing and returning the Employer Referral Form indicates agreement of these terms and conditions, and the intention to be bound by them.

## **1. The Mediator**

- 1.1 Hampshire Mediation will provide a trained Mediator to conduct the mediation. In certain circumstances, and if the particulars of the case so require, the Mediator may seek the permission of the Participants and the Employer for the appointment of a co-mediator.
- 1.2 The Mediator may request that the Participants agree to the attendance of an Observer. This is a part of the Observer's training, and they will take no part in the Mediation.

## **2. The Participants**

- 2.1 The Participants will have full authority to settle the dispute and will agree to be bound by the terms of the agreement to mediate. In cases where the terms of the proposed settlement lie outside the Participants' authority in the workplace, they may ask the Mediator to approach the Employer and request that particular measures be put in place.
- 2.2 The Participants may be accompanied by another person or people should they so wish. If the person accompanying the Participant levies a fee for attendance, the Participant who brings that advisor shall be solely and personally liable for payment of that fee.

## **3. Process, Venue and Methods**

- 3.1 If a settlement is reached, a Settlement Agreement may be drawn up and signed by the Participants. Any Settlement Agreement may take such form and contain such terms as the Participants agree. The Settlement Agreement will not constitute a legally binding agreement. The Participants may elect to produce a minute of the meeting or document detailing heads of agreement or any other non-binding resolution should they so wish. The Mediator will assist in the preparation of those documents.
- 3.2 The venue will be a neutral site provided by the Participants' employer. If no agreement can be reached on the venue, the Mediator will select a neutral venue. Any fees for the provision of the venue shall be met by the Employer.
- 3.3 The Mediation process includes an element for preparation. The Mediator will read or watch any reasonable amount of material that a Participant or the Employer deems necessary to assist the Mediator in understanding the dispute. Any submissions should be made not less than one week before the date of the Mediation.

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3.4 The Mediation shall end either on settlement being reached, or on the Participants wishing to end the Mediation, or on the authorised duration being reached without agreement for additional time.

3.5 The Mediator may terminate the Mediation at his absolute discretion when he feels that it is necessary to do so. This decision shall not be challenged, and no reason shall be sought or provided.

#### **4. Confidentiality**

4.1 Any person taking part in or witnessing the Mediation will be required to sign a Confidentiality Agreement.

4.2 Those signing the Confidentiality Agreement agree, as a condition precedent to their participation in the Mediation, that the entire process will be conducted without prejudice and as a private and confidential meeting.

4.3 Private conversations with the Mediator are privileged and confidential. The Mediator will not disclose any statement made in private session to any other Participant or to any third party including the Employer without the express consent of the Participant who made the statement, and will not repeat anything said in private or open session after the Mediation is complete.

4.4 Any Settlement Agreement will remain confidential and will not be disclosed to any third party including the Employer without the agreement of all Participants.

4.5 The Mediator will keep no records of the Mediation, save for the Agreement to Mediate and the List of Participants. The Mediator will return, destroy or permanently delete any and all documents submitted in advance of the Mediation.

4.6 The Mediator will not be called as a witness in any subsequent action save by Order of the Court. Should any party seek to call the Mediator under such an Order of the Court, they shall be liable for an hourly rate as it applies at that time, as well as any and all disbursements and expenses, including travel and accommodation.

4.7 The Participants and the Employer will each agree not to bring a civil action against the Mediator or against Hampshire Mediation.

4.8 Neither the Mediator nor any participant, advisor or observer shall make any audio or video recording of any part of the mediation.

4.9 The Mediator will not report back to the Employer on the conduct or outcome of the Mediation and will not provide any account of what took place. After the initial consultation and submission of the Employer Referral Form, the Mediator will discuss only administrative arrangements with the Employer.

#### **5. Fees and Payment**

5.1 The Employer will meet all expenses for the mediation, including the Mediator's fee.

5.2 The fee for workplace mediation is £180 per hour, unless a reduced rate has been agreed in advance.

5.3 Individual meetings are held with Participants in advance of any joint meeting. Those individual meetings will, for billing purposes, last no longer than 90 minutes.

- 5.4 Joint meetings will last no longer than 5 hours. If no agreement has been reached after 5 hours and if both Participants wish to continue, further instructions will be sought from the employer before continuing. The minimum period of a joint mediation meeting for billing purposes is 3 hours.
- 5.5 In the event of cancellation of a planned joint meeting more than 2 full working days in advance, no fee shall be charged. If a session is cancelled by a Participant or by the Employer with less than 2 working days' notice, a fee of half the minimum period will be charged. For cancellation on the day of the mediation, the full minimum fee will be charged.

**6. Applicable law and disputes**

- 6.1 This Agreement shall be governed by the law of England and Wales.
- 6.2 This Agreement shall be interpreted to give force to the mediation principles of confidentiality.