

[Name]

&

[Name]

MEDIATION AGREEMENT

Paul Cogswell

Rōia | Takawaenga
Barrister | Mediator

FortyEight
Shortland
Barristers

MEDIATION AGREEMENT

AN AGREEMENT made this _____ day of _____ 20 .

BETWEEN: []

AND: []

(‘the parties’)

MEDIATION AGREEMENT

1. The parties are in dispute as set out in Schedule 1.
2. The parties appoint Paul Cogswell (“the Mediator”) to mediate their dispute and the Mediator accepts that appointment upon the terms set out in this agreement.

TERMS

1. The mediation will take place on [] commencing at []. The venue is [].
2. Prior to the mediation the parties or their advisers will agree between themselves and with the Mediator:
 - a. The collation of and presentation to the Mediator of any documents or other material they consider necessary to enable the mediation to take place effectively;
 - b. The attendees at the mediation;
 - c. Any process issues that can be agreed ahead of the mediation.
3. Each party confirms that they enter into this mediation agreement with a commitment to attempt in good faith to negotiate a settlement of their dispute.
4. Any party may be legally represented at the mediation.
5. Any expert or other non-party to the mediation must sign the confidentiality undertaking as a condition of attendance at the mediation. The confidentiality undertaking is attached as Schedule 2.
6. The Mediator and the parties, and everyone brought into the mediation by either party, will not in any circumstances except as permitted by law, disclose or seek

to rely on or introduce as evidence in any arbitration, investigatory or judicial proceedings, whether or not the proceedings relate to this dispute:

- (a) Exchanges, oral or documentary, concerning the dispute passing between any of the parties and the Mediator, or between any of the parties during the course of the mediation (including the preparatory steps); and
 - (b) Views expressed or suggestions or proposals made by the Mediator or any party concerning a possible settlement of the dispute; and
 - (c) Admissions made by any party; and
 - (d) The fact that any party has indicated willingness to accept any proposal for settlement made by the Mediator or by any party; and
 - (e) Notes or statements made by the Mediator or by any party, in the course of attempting to resolve the dispute through mediation.
7. Every aspect of any communication within the mediation shall be without prejudice and confidential, save as required by law or if the parties agree.
8. The parties will not be bound by any comments, opinions, suggestions, statements or recommendations made by the Mediator.
9. Throughout the whole of the mediation process the Mediator will be free, unless otherwise prevented by a party or the parties from doing so, at his own unfettered discretion, to communicate and discuss the dispute privately with any of the parties or other persons brought into the mediation by them, including their advisors. Any such communication will be kept confidential, unless authority to disclose that communication is given to the Mediator by that party.
10. The parties and the Mediator agree that no statements or comments, whether written or oral, made or used by them or their representatives or advisors in preparation for or in the course of the mediation, shall be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and that this document may be pleaded as a defence to any such action.
11. The parties jointly and severally release, discharge and indemnify the Mediator in respect of all liability of any kind whatsoever (whether involving negligence or not) which may be alleged to arise in connection with or to result from or to relate in any way to this mediation.

12. The parties jointly and severally agree to pay to the Mediator his fee of \$[TBA] (exclusive of GST) for:
- (a) Time spent on the mediation, and
 - (b) All preliminary work, preliminary conferences, and preparation for the mediation, and
 - (c) All travelling expenses relating to the mediation.
13. The Mediator's fee will be paid within 5 working days of the mediation.
14. Each party will pay their own costs and expenses of the mediation unless otherwise agreed.

SIGNED by [Name]

in the presence of:

SIGNED by [Name]

in the presence of:

SIGNED by Paul Cogswell as Mediator

SCHEDULE 1

DESCRIPTION OF THE DISPUTE

SCHEDULE 2

CONFIDENTIALITY AGREEMENT
FOR NON-PARTIES ATTENDING THE MEDIATION

I understand that the mediation process is private and agree to maintain the confidentiality of the process.

I agree that I will, unless otherwise compelled by law, preserve total confidentiality in relation to the course of proceedings in the mediation and in relation to any exchanges that may come to my knowledge in the course of the mediation, documentary or oral, concerning the dispute passing between any of the parties and the Mediator or between any two or more of the parties during the course of the mediation.

I am able to disclose the terms of settlement for the purpose of enforcing any settlement agreement reached in the mediation.

SIGNED by

in the presence of:

SIGNED by

in the presence of:
