Mediator Locator

A Practical Guide To Mediation



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Introduction

Mediation: The go-to process for resolving disputes

Mediation is becoming the go-to process for resolving disputes without the stress, cost or delay of going to court, and for good reason. It is quick, private and helps people find solutions that work for everyone involved.

This guide is here to walk you through how mediation works in practice. Whether you are a business owner, a lawyer or someone facing a personal dispute, it is packed with clear explanations and useful tips to help you feel confident about the process.

You will also find practical resources like a pre-mediation checklist, FAQs, templates and guidance on what to expect before, during and after your mediation.

This guide has been put together by a team with deep experience in both law and mediation, and who believe that resolving conflict does not have to mean going to war.



About Mediator Locator

Mediator Locator is a nationwide mediation referral service working in partnership with prestigious law firms and lawyer-mediators.

We offer expertise across all sectors, in-person and online mediation, and for smaller value disputes (up to £50k) fixed fees.

Founded by Stuart Lawrence, a qualified Barrister, Adjudicator and Mediator, with over 30 years of legal and dispute resolution experience, we understand the harsh reality of dispute resolution.

Having seen first hand how disputes struggle through an increasingly overburdened and underfunded court system, Stuart is on a mission to promote mediation and share the many benefits it has to offer. With the right mediator, the process is transformative for dispute resolution.

Contact us or **visit our website** to learn more.

“Having lived experience of disputes, I wholeheartedly believe mediation is the best method for resolution. With the right mediator, it’s hugely powerful, and disputes that may have consumed people and business for months or even years can be resolved in as little as a day at a fraction of the cost.

Mediation gives you the power to take control of your own disputes and resolve them quickly, cheaply and efficiently.”

Stuart Lawrence
Founder of Mediator Locator



Mediation: The Basics

What is Mediation?

Mediation is a private and practical way to sort out disputes, without the cost, stress or time of going to court.

The parties agree to sit down (virtually or in person) with a neutral mediator. They're not there to take sides or judge who's right. Instead, they guide the conversation, help clear up misunderstandings, and work with all parties to find a solution that everyone can accept.

Mediation is used in every sector from business disagreements, contract rows, property issues, family matters, workplace disputes, complex legal claims and much more.

Why Should Businesses Choose Mediation?

Because it makes sense—financially, commercially, and strategically.

It saves time
Court cases can drag on for months or years. Mediation can often be arranged in a few days, and many disputes are resolved in just one session.

It's more affordable
Legal fees mount up fast. Mediation is a fraction of the cost, and at Mediator Locator, we offer fixed fees for disputes up to £50,000, so you know exactly where you stand.

It's confidential
No public hearings. No press. Everything discussed in mediation stays between the parties.

You stay in control
No judge tells you what to do. You decide whether to settle, and on what terms.

It works
Over 90% of mediations lead to agreement. Even on the rare occasions when they don't, they often bring clarity and make any next steps shorter and simpler.



Mediation: The Basics

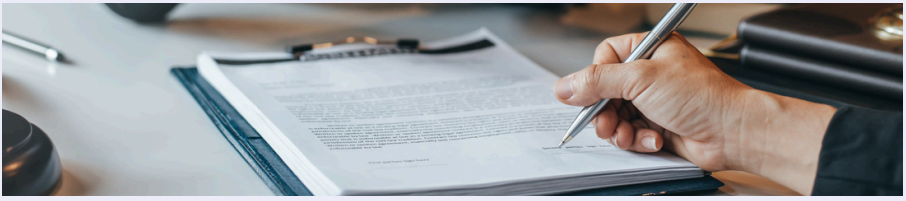
For Lawyers and Law Firms

Lawyers and law firms are actively encouraging clients to use mediation, driven by its rising popularity, clear benefits, recent changes to the Civil Procedure Rules (CPR), and the courts' increasing tendency to order mediation and take a firm stance against those who unreasonably refuse it.

Whether you're advising a client on a commercial dispute, housing issue, probate matter, employment concern or any other type of dispute, mediation can:



1. Strengthen your client's position through early settlement opportunities.
2. Reduce their exposure to costs, delay and reputational risk
3. Help preserve client relationships where litigation would damage them, irreparably.
4. Satisfy court expectations for exploring ADR (Alternative Dispute Resolution) – See new CPR rules and recent case law, e.g., the Superdry Case*



*In the Superdry Case, the High Court stayed proceedings and required the parties to mediate, even though one party was unwilling to do so. The matter was successfully resolved through mediation a few months later. This is one of the first cases where the Court has ordered mediation despite resistance from one side, and it is widely regarded as a game changer in how courts approach alternative dispute resolution). **For further details click here**.

When To Use Mediation

Types Of Disputes Suitable For Mediation

Mediation works well for all sorts of civil and commercial issues, and we regularly support parties with:

- Commercial / contract disputes
- Shareholder or partnership breakdowns
- Construction / property disagreements
- Franchise, distribution or agency issues
- Intellectual property disputes
- Employment and workplace problems
- Landlord and tenant matters
- Professional negligence claims
- Housing and local authority matters
- Family disputes

And many more...

When To Use Mediation

Mediation for Serious or High-Value Cases

Does mediation work for all cases, even serious or high-value ones? Yes, very much so. Mediation is used for all types of cases, and particularly so for high-stakes commercial disputes. It's not just for smaller claims or neighbour rows.

Mediation is suitable for:

- ✓ **All types of dispute regardless of value**
- ✓ **Complex contractual and partnership breakdowns**
- ✓ **Multi-party mediations**
- ✓ **Sensitive or reputationally risky matters**

For disputes **up to £50,000,** Mediator Locator offers fixed fees, giving you greater certainty. For fixed fee details **visit our website page**.

For higher value disputes, prices are usually quoted on a case-by-case basis, so you can ensure you get the right person with the right expertise. Compared to other forms of dispute resolution, mediation remains the fastest, cheapest and most efficient.



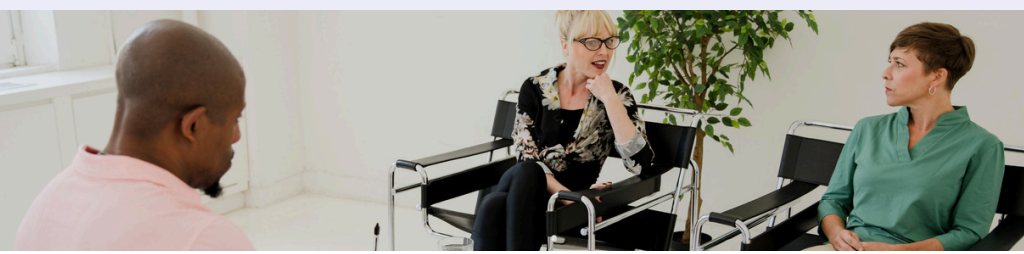
Neurodiversity and Mediation

A Better Approach for Neurodivergent People



Neurodiversity refers to the natural differences in how people think, process information, communicate and experience the world. It includes people who are autistic or have ADHD, dyslexia, dyspraxia, Tourette's or other neurological conditions. Many professionals in law, business and public services are also neurodivergent, whether formally diagnosed or not.

For neurodivergent people, mediation is not just an option. It is often the best and most appropriate way to resolve disputes. Unlike court proceedings, tribunals or complaints processes, mediation is designed around people rather than systems. It offers a human, respectful and flexible space where participants can express themselves clearly and be heard properly.



Why Mediation Works for Neurodivergent People:

- Flexible formats including online and hybrid sessions
- Environments that can be adjusted to reduce sensory overload
- Clear structure and advance information to support preparation
- More time to process and respond when needed
- A non-confrontational atmosphere that focuses on understanding rather than blame
- Opportunities for written communication if that feels easier
- A pace and style that can be adapted to each individual's needs

This is not just about accessibility. These features actively enhance participation, reduce stress and lead to better outcomes. For many neurodivergent people, mediation is the most supportive and effective method available.

Mediation also benefits lawyers, advocates and professionals who support or represent neurodivergent clients. It gives everyone involved the space to focus on resolution rather than process and to do so in a respectful and inclusive way.

Neudiversity and Mediation

Mediator Locator's Commitment

At Mediator Locator, we are committed to making mediation genuinely inclusive for neurodivergent people.

We already work with many mediators who are experienced in supporting people who are neurodivergent. We are now building on that foundation by working with **The Brain Charity**, a national organisation supporting people with neurological differences. Together, we are developing a neurodiversity awareness programme that will lead to formal accreditation for ND-aware mediators.



If you or your client is neurodivergent, we will shape the mediation process to meet your needs. We understand that one size does not fit all, and we believe in creating a process that works for the people in the room.

Mediation is not just an alternative. For many people, especially those who are neurodivergent, it is the right and best approach.

Step-by-Step Process Of Mediation

How Mediation Works



The process is straightforward and easy to follow.
Here's what typically happens:

Step 1

Embrace Mediation

You recognise that your dispute is suitable for mediation **(and almost all disputes are)**, and you secure agreement from the other party(s) to mediate. Mediation is a voluntary process so must be by consent, although the Courts are increasingly directing parties towards mediation. Recent changes to court rules and procedures, and as supplemented by case law, means the court can impose cost sanctions for those reluctant to mediate without good reason.

Step 2

Search For A Mediator

You now need to identify a suitable and impartial mediator who is acceptable to all parties.

This is where Mediator Locator can help. We're experts in recommending the right mediator, making the process easy and efficient. We just need some basic information, which can easily be provided via **our online form.**

Step 3

Appoint The Right Mediator

By working with the right mediator, you will maximise the prospects of reaching a resolution, and we do the leg work for you making the process easy and efficient. Once all parties have agreed on the mediator, the mediator will liaise directly with the parties as to when and how the mediation will proceed, and then guide the parties through the remainder of the process.

Step-by-Step Process Of Mediation

Step 4
Prepare For Mediation

- The mediator will review any key documents and may have a short pre-session call with each side to clarify expectations and logistics.
- It is crucial that all parties attending mediation have full authority to settle, as without it, meaningful negotiation is undermined and the opportunity to resolve the dispute on the day may be lost

Step 5
Mediate

The session (from a few hours to a full day depending on the circumstances) takes place in person or online.

- The mediator explains the ground rules and helps everyone settle in.
- Each party can speak privately with the mediator at any time.
- If appropriate, the parties meet together to talk things through, otherwise they will be separated by the mediator (depending on the circumstances and wishes of the parties).
- The mediator works between the sides to help them better understand their respective cases, find areas of agreement and explore practical options for resolution.

Step 6
Reach A Deal

If a settlement is reached, the terms of agreement are accurately recorded. It can either remain informal or be turned into a legally binding agreement.



Myths, Misconceptions And FAQs

Common Myths: Debunked

Despite its growing popularity, mediation is still often misunderstood. Some people worry it's a sign of weakness, others think it's not legally reliable or only suitable for minor disputes. In reality, mediation is a widely used and well-respected process that's trusted by individuals, businesses and the courts alike. Below, we address some of the most common misconceptions.



"Mediation means backing down"

Not at all. It's a way to take control of the situation, protect your interests, and find a smarter way through.

"The mediator will tell us what to do"

No, they're neutral. They guide, but they don't decide. You stay in charge. Mediators are not Judges.

"It won't be enforceable"

If needed, the agreement can be formalised into a binding contract or court order to make it legally binding.

"It's only for small cases"

Many of the UK's biggest companies and law firms use mediation regularly because it's efficient, cost effective, strategic, and widely respected. Additionally, the courts are increasingly pushing parties towards mediation in recognition of how effective it is.

Myths, Misconceptions And FAQs

Frequently Asked Questions

What is mediation, and how is it different from going to court?

Mediation is a voluntary, confidential process where a neutral mediator helps people resolve disputes. Unlike court, there is no judge or formal ruling, the parties stay in control of the outcome.

Is mediation legally binding?

Not automatically, but any agreement reached can be formalised into a legally binding contract or a court order if needed.

What types of disputes are suitable for mediation?

Mediation works for a wide range of disputes including business, employment, property, construction, neighbour, family, landlord-tenant, inheritance, and contractual disagreements, and much more, whether simple or complex.

Do I need a lawyer to take part in mediation?

No, but you may choose to have legal advice before, during, or after the mediation. Some people bring their lawyers to the session, others prefer to attend alone.

Who pays for the mediation?

Usually the cost is split equally between the parties.

What if the other party refuses to mediate?

Mediation is voluntary, but courts expect parties to explore it. Refusing without a good reason can lead to serious cost consequences later during litigation.

Is everything discussed in mediation confidential?

Yes. Mediation is private. Discussions cannot be used outside the process unless all parties agree or in very rare legal exceptions, e.g., where serious harm to an individual may occur.

How long does mediation take?

Most mediations are completed in one day or less. The process can usually be arranged within a couple of weeks or sooner, and is far quicker than court.

What does mediation cost?

Mediation is significantly cheaper and more affordable than litigation, and other forms of dispute resolution. At Mediator Locator, we offer fixed fees for smaller disputes under £50,000 and tailored quotes for more complex cases, while ensuring value for money.

Myths, Misconceptions And FAQs

Frequently Asked Questions

Where does the mediation take place?

It can be held online (e.g., Zoom, Teams) or in person at a neutral venue. The format is flexible depending on the parties' preferences.

What happens if we can't agree in mediation?

Although over 90% of mediations result in settlement, in the very unlikely event it doesn't reach resolution, you're free to walk away at any time. Even if agreement is not achieved on the day of the mediation, it often clarifies issues and narrows the dispute, leading to agreement soon thereafter, so still provides significant benefit. Regardless of the outcome, you still retain the option to pursue court or other processes, and nothing shared in mediation can be used in later proceedings.

What if I feel intimidated by the other party?

The mediator is trained to manage difficult dynamics and ensure a safe environment. You do not need to be in the same room, and separate sessions (or breakout rooms online) are common.

Can I bring someone with me to the mediation?

Yes. You may bring a lawyer, adviser, or supportive person. All attendees must be disclosed and agreed upon beforehand.

Can mediation be used alongside legal proceedings?

Yes. Mediation can take place before, during, or even after legal proceedings. It can help pause litigation to explore settlement options.

Is mediation suitable for high-value or complex disputes?

Absolutely. Mediation is frequently used in high-stakes commercial disputes, including multi-party or sensitive matters.

Can mediation help preserve business or personal relationships?

Yes. It encourages collaborative problem-solving and helps parties communicate constructively, often preserving or improving relationships.

What qualifications do your mediators have?

All mediators at Mediator Locator are qualified lawyers and skilled trained mediators, all of whom are also practicing solicitors with extensive sector-specific expertise.

Myths, Misconceptions And FAQs

Frequently Asked Questions

How involved is the mediator in the decision-making?

The mediator is neutral and does not decide the outcome. Their role is to facilitate the discussion and help all parties explore options and reach common ground. As qualified lawyers-mediators, they can bring to the mediation unparalleled legal knowledge and experience to help guide the discussion, thereby substantially increasing the prospects of achieving resolution.

Why should I consider mediation instead of going straight to court?

Because it's faster, cheaper, confidential, and more flexible. You stay in control of the outcome, and the success rate is high, often > 90%.

What happens after an agreement is reached?

The terms are written up immediately, often with mediator support. The agreement can remain informal or be turned into a binding legal document. If this is needed, Mediator Locator can assist in this regard.

What if I need an urgent resolution?

Mediation is ideal for time-sensitive disputes. It can often be arranged within days, especially online, providing a fast-track route to resolution when time matters.

What if we need to involve more than two parties?

Mediation can support multi-party disputes. The process is adapted to ensure everyone has a voice and the mediator coordinates discussions to keep things productive.

What if one party is overseas or in a different time zone?

Mediation can easily take place online, allowing participants to join from anywhere in the world. At Mediator Locator, we routinely arrange mediations that accommodate different time zones and international parties.

Can mediation still work if trust is completely broken down?

Yes. Mediation doesn't require trust, only a willingness to explore resolution. The mediator manages communication and keeps discussions constructive, even in highly adversarial situations.

How should I prepare for mediation?

Think about what you want to achieve, gather key documents, and consider your priorities. We provide a pre-mediation checklist and briefing template to help.

Choosing The Right Mediator

Why Choosing the Right Mediator Matters

The right mediator makes a huge difference.

A good mediator knows when to push, when to pause, and how to help people look at the bigger picture. It is also crucial that your mediator is someone who understands your sector, the legal framework, and the commercial realities behind the dispute.



Finding a Mediator the Easy Way

That's where **Mediator Locator** comes in. Mediator Locator makes it easy to find the right professional for your specific situation. Rather than leaving you to search blindly or rely on word of mouth, we will match you with mediators who are vetted, experienced, and aligned with your case's needs. Mediator Locator simplifies the search and saves you time, so you can focus on resolution.

With Mediator Locator you get:

- ✓ **Trusted, professional and highly skilled lawyer mediators**
- ✓ **Hand-picked mediators with relevant sector and legal expertise**
- ✓ **National coverage, offering both online or in person mediations**
- ✓ **Fixed fees for disputes under £50k**
- ✓ **Tailored quotes for larger, more complex cases**
- ✓ **A fast, efficient and impartial service**

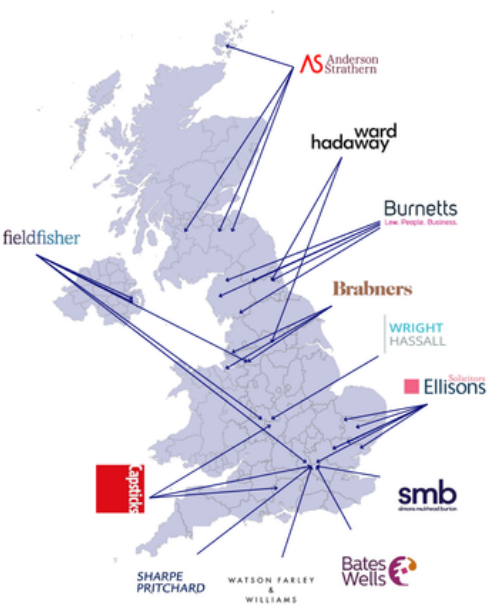
Mediator Locator

You have the power to resolve your own disputes

Resolve your business disputes fast, without costly court battles. Try mediation with Mediator Locator today.

RESOLVE DISPUTE

LEARN MORE



Resolve Your Dispute With Trusted Mediators

We work in partnership with respected UK law firms who provide us with a nationwide network of expert lawyer-mediators, people with deep legal knowledge, commercial insight, and real-world dispute resolution experience

Work with us today and we'll help you resolve your dispute.

Mediator Locator

Free Mediation Resources

Dispute Resolution Costs Comparison Table

Dispute Resolution Method	Average Cost	Time to Resolve	Privacy	Relationship Impact	Success Rate
Mediation	✅ £500 – £3,000 (per party per day)	✅ 1–3 days (usually within 2–4 weeks)	✅ Private	✅ Often preserved or improved	✅ 70–90%
Expert Determination	❌ £5,000 – £15,000+	✅ 2–8 weeks	✅ Private	⚠️ Varies	⚠️ Uncertain (binding if agreed in advance)
Adjudication	❌ £8,000 – £50,000+	✅ 28–42 days (faster in some sectors)	✅ Private	❌ Often adversarial	⚠️ Uncertain (binding but temporarily enforceable)
Arbitration	❌ £15,000 – £250,000+	❌ 6–12 months	✅ Private	❌ Often adversarial	⚠️ Uncertain
Tribunal (e.g., employment)	❌ £10,000 – £25,000+	❌ 6–12 months	❌ Public record	❌ Often strained	⚠️ Uncertain
Litigation (Court)	❌ £25,000 – £500,000+	❌ 12–24 months+	❌ Public record	❌ Often adversarial	⚠️ Uncertain

Pre-Mediation Checklist for Parties

Use this checklist to help you prepare effectively for your upcoming mediation. Being well-prepared can significantly improve the chances of a positive outcome.

- [ ] Understand the purpose of mediation and how the process works
- [ ] Read and sign any mediation agreement or confidentiality forms provided.
- [ ] Identify your key goals – what do you want to achieve from the mediation?
- [ ] Gather and organise relevant documents (e.g., contracts, emails, invoices, photos).
- [ ] Share a short summary of your position with the mediator (if requested).
- [ ] Think about the other party's point of view and what they might want or need.
- [ ] Consider what you're willing to agree to – your minimum acceptable outcome.
- [ ] Speak with your legal adviser if you need guidance on your rights or risks.
- [ ] Decide who will attend the mediation and ensure they have authority to settle.
- [ ] Choose whether you prefer to mediate online or in person (and inform the mediator).
- [ ] Arrange a quiet, private space with good internet connection if joining remotely.
- [ ] Plan your day – mediation can take several hours. Try to avoid other commitments.
- [ ] Bring an open mind and a willingness to listen and compromise.
- [ ] Have a pen and paper (or device) ready to take notes.
- [ ] Prepare emotionally, it's normal to feel anxious, but the mediator will guide and support you.

Party Position Statement Template

This template is designed to help each party prepare a clear and constructive summary of their position before mediation. It is not shared with the other party unless you choose to do so. Please return this to the mediator in advance if requested.

1. Party Details
Name:
Organisation (if applicable):
Contact details:
Legal representative (if any):

2. Background Summary
Briefly summarise the background to the dispute, including key events, relationships between the parties, and any relevant dates.

3. The Dispute
Set out the main issues in dispute. What are the key points of disagreement? Are there factual, legal, or communication issues involved?

4. Your Position
Explain what outcome or resolution you are seeking and why. Include your reasoning or legal position if applicable.

5. Key Documents
List any important documents relevant to the dispute. These may include contracts, letters, emails, photos, invoices, etc.

6. Previous Attempts to Resolve
Have there been any prior discussions, negotiations, or legal steps taken to try to resolve this matter?

7. Confidential Notes for the Mediator (Optional)
Use this section to raise any private concerns or factors you want the mediator to be aware of (e.g., sensitive dynamics, risks, negotiation red lines).

8. Desired Outcome
What would a good outcome look like for you? Are you open to compromise? What would you ideally like to walk away with from the mediation?

9. Authority to Settle
Confirm that you or your representative has authority to negotiate and agree terms on the day of the mediation.

Summary of Relevant Civil Procedure Rules (CPR) on Mediation

(These are court mandated rules that all parties MUST adhere to)

CPR 1.1 – The Overriding Objective
The court must deal with cases justly and at proportionate cost. This includes actively managing cases and encouraging the use of alternative dispute resolution (ADR), such as mediation.

CPR 1.4(2)(e) – Court's Case Management Duties
The court must actively manage cases and encourage the parties to use ADR where appropriate, and help them to do so.

CPR 26.4 – Stay of Proceedings to Allow for Settlement
Parties can request or the court may order a stay of proceedings for ADR, including mediation, at any time during the litigation process.

Practice Direction – Pre-Action Conduct and Protocols
Parties are expected to consider and engage in ADR before starting proceedings. Unreasonable refusal to mediate may lead to cost penalties even if successful at trial.

Recent Case Example – Churchill v Merthyr Tydfil CBC (2023)
Paves the way for more mediation and reinforces the expectation that parties should engage in ADR where possible. Courts may order a stay to facilitate ADR and penalise parties that unreasonably refuse to mediate.

Recent Case Example – Superdry v SuperGroup (2023)
Confirmed that courts can and will impose cost sanctions, and may stay proceedings if parties fail to explore ADR appropriately, especially when mediation would have been a reasonable step. **View our article for more information**.



What to Expect on the Day of Your Mediation

This guide is designed to help you understand how the day will unfold, so you can arrive feeling informed, prepared and confident.

Arrival and Introductions
Whether online or in person, the day will usually begin with a welcome and introductions. The mediator will explain their role, the ground rules, and how the process will be managed.

However, you do not have to see or speak directly with the other party at any point, unless you choose to do so. If you'd rather completely avoid interaction with the other party, please inform the mediator in advance.

Opening Remarks (Optional)
Usually, the mediator will invite each party to give a short summary of their position. This is optional, and if you'd rather not do so, please inform the mediator in advance.

Private Sessions (Caucuses)
Much of the mediation is spent in individual private meetings with each party and the mediator. These are confidential – what you say won't be shared unless you give permission.

The mediator will move between the private rooms (or online breakout rooms) to carry messages and proposals. Please be aware that the mediator may sometimes ask difficult questions or challenge your position. This is not taking sides, but a technique used to help both parties think more clearly about possible resolutions."

Joint Sessions (If appropriate)
If suitable, and all parties agree, the mediator may bring everyone together to explore issues, clarify misunderstandings or build momentum toward resolution.

Breaks and Flexibility
If at any point you need a break or would like some time on your own, just let the mediator know. You are always entitled to pause and take time to reflect.

Negotiation and Problem Solving
The mediator will help explore options, reality-check expectations, and support constructive negotiation. You are always in control of what you agree to.

Reaching Agreement
If an agreement is reached, the terms are accurately recorded in writing. This may be kept informal or turned into a legally binding settlement, depending on the wishes of the parties.

If No Agreement is Reached
Even if the dispute is not fully resolved, the process usually narrows the issues, clarifies positions, and improves the chance of settlement afterwards.

Confidentiality Reminder
Everything discussed during mediation remains confidential. It cannot be used in court or disclosed without consent.

End of the Day
Once agreement is reached (or it's clear no agreement will be reached), the session ends. The mediator may offer feedback on next steps if requested.

NOTE: To help avoid a situation where a party becomes frustrated and walks away, the mediator will often ask participants to extend a professional courtesy: if you're considering leaving the mediation, please first allow the mediator a chance to speak with you privately. Even when agreement seems unlikely or emotions are running high, a brief, calm discussion with the mediator at that point can make all the difference and may be the key to turning things around and reaching a resolution.

Post-Mediation: Next Steps Guide

Whether your mediation ends in agreement or not, there are important steps to take afterwards. This guide outlines what typically follows and how to move forward constructively.

1. If Agreement Was Reached

- Review any agreed terms carefully.
- Ensure all agreed terms are clearly recorded — including timelines, payments, actions, or responsibilities.
- If needed, ask your legal representative to formalise the agreement into a binding contract or court order.
- Keep a signed copy for your records.
- Carry out any agreed actions within the stated timeframes.

2. If No Agreement Was Reached

- Don't be discouraged — mediation often lays the groundwork for later resolution.
- Reflect on the progress made and any narrowed issues.
- Speak with your adviser about next steps (e.g., further negotiation, legal action, or re-opening mediation).
- You can still choose to return to mediation if both sides are willing.

3. Follow-Up with the Mediator (Optional)

- You may wish to provide confidential feedback to the mediator.
- In some cases, mediators remain available to help with further clarification, if necessary.
- Ask your mediator if they offer follow-up support.

4. Legal Formalisation (if applicable)

- If the agreement affects legal rights or financial obligations, formalise it with legal advice.
- This may involve preparing a consent order or contract.
- Court approval may be required in certain matters (e.g., family or housing disputes).

5. Reflect and Plan Ahead

- Consider what worked well and what could be improved for future negotiations.
- Update internal processes or contracts to avoid similar disputes.
- If you're a business, consider using a mediation clause in future agreements.

6. Keep Mediation in Mind

- Mediation is available at any stage — not just before litigation.
- If issues re-emerge, parties can return to mediation without restarting a formal process.
- Share your positive experience with others to encourage a culture of early dispute resolution.

Sample Mediation Clause for Future Contracts

In the event of any dispute or claim arising out of or in connection with this agreement, the parties agree to first attempt to resolve the matter through mediation. The mediation shall be conducted in accordance with the direction of the mediator agreed upon by both parties. If the dispute is not resolved within 30 days of the appointment of a mediator, either party may pursue their rights through litigation or other agreed dispute resolution processes. Nothing in this clause shall prevent a party from seeking urgent interim relief from a court of competent jurisdiction.

Sample Mediation Agreement

This Agreement is made on [Insert Date]

Between:
1. [Full Name / Company Name of Party A], of [Address] (“Party A”)

2. [Full Name / Company Name of Party B], of [Address] (“Party B”)

3. [Mediator’s Full Name], of [Firm / Address] (“Mediator”)

1. Background
The parties are involved in a dispute described below and wish to attempt to resolve it through confidential mediation with the assistance of an independent mediator.

Brief summary of dispute:
[Insert short description]

2. Mediator Appointment
The parties appoint [Mediator’s Full Name], supplied by [e.g., Mediator Locator], to act as an independent, neutral facilitator. The mediator has no decision-making authority and is not acting as an arbitrator, legal adviser, or representative for any party.

3. Mediation Date and Format
The mediation will take place on [Insert Date], commencing at [Start Time], and will be conducted:
- [In person at [Venue]]
- [Online via [e.g., Zoom / Teams]]

4. Authority to Settle
Each party confirms that they, or the representative attending on their behalf, have full authority to negotiate and settle the dispute at the mediation.

5. Confidentiality
All information disclosed in or in connection with the mediation:
- Is confidential and “without prejudice” (i.e., cannot be used in court)
- May not be disclosed to any third party without written consent
- Will not be admissible in litigation, unless already admissible independently

The parties also agree:
- Not to record the mediation
- Not to subpoena the mediator or require disclosure of any notes or materials

The mediator may hold private sessions (“caucuses”) with each party. Information shared privately will remain confidential unless express permission is given to share it.

Sample Mediation Agreement

6. Termination of Mediation
Any party or the mediator may end the mediation at any time, without the need to give reasons. Before leaving, parties are asked to speak privately with the mediator where possible, to maximise the chance of resolution.

7. Fees and Costs
The mediation fee is:
- £[Insert amount] per day (up to 8 hours, including prep and lunch break)
- £[Insert amount] per additional hour (if mediation exceeds 8 hours)
- Plus reasonable expenses (e.g., travel, accommodation)

The fee is payable by:
- Equal share between the parties
- As follows: [Specify]

Parties are jointly and severally liable for the full mediation fee. Cancellation less than two working days before the mediation date will incur 90% of the fee plus any unrecoverable expenses.

8. Legal Advice and Representation
The mediator does not provide legal advice. All parties are encouraged to seek independent legal advice before, during or after mediation as required. No settlement is binding unless confirmed in writing and signed by the parties.

9. Post-Mediation Materials
Any documents, notes or correspondence provided for the mediation will be destroyed or returned within 7 days of its conclusion, unless otherwise agreed. Only the mediation agreement and any signed settlement agreement will be retained.

10. Liability
Neither the mediator nor the mediation provider shall be liable to any party for any act or omission in connection with the mediation, except in cases of proven fraud or dishonesty.

11. Governing Law and Jurisdiction
This agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

12. Counterparts
This agreement may be signed in counterparts, including electronically, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

Signatures
Party A / Party B / Mediator
Signature: _____
Name: _____
Date: _____

Mediator Locator