

## **Agreement to Mediate**

We agree to participate in the mediation process on the basis of the following terms and conditions -

1. We agree to the mediator appointed by LEASE and understand that the mediator is not providing me with legal representation or legal advice, and this should be sought elsewhere if necessary.
2. Where a party is a corporation they will attend through their authorised representatives who must have full authority to settle the dispute.
3. Legal representation is not mandatory for any of the parties.
4. Each party will bear their own costs relating to the mediation unless agreed otherwise.
5. Whilst the mediation proceeds the mediator may speak to the parties separately in order to advance the mediator's understanding of each party's views. Any information given to the mediator during these talks will be confidential unless the party involved permits the mediator to communicate the information to the other party. The mediator will try to encourage the parties to come up with possible solutions to the dispute with a view to reaching a mutually satisfactory agreement.
6. Any information whether written or in a document prepared for mediation or written or spoken during the mediation can solely be used for the purpose of mediation and cannot be referred to in any court or tribunal action unless the parties agree. However, the mediator has an absolute obligation under the Proceeds of Crime Act 2002 to report to the National Crime Intelligence Service any knowledge or suspicion relating to the involvement of the proceeds of crime (including tax evasion) and is precluded by law from informing the Parties of his intention to do so.
7. Following the mediation, the Mediator will destroy all papers and documents received or will return them to the party who sent them.
8. All notes taken by the Mediators during the mediation process will be destroyed.
9. Mediation is voluntary and the parties or the mediator may end the mediation at any time without giving a reason.
10. In the event that the conduct of any party during mediation is clearly improper, and such conduct leads to the termination of the mediation process, the nature of that conduct may be disclosed to the mediation case referrer as the reason for ending mediation.
11. No recordings may be made of the mediation.
12. The parties agree that they will not call the mediator(s), any officer or employee of LEASE, or any other person attending the hearing with the authority of LEASE, to testify or produce documentation in any future proceedings pertaining to this case or in any context whatsoever relating to the mediation and LEASE, its mediators and staff are released from any liability concerning this mediation.
13. The referral of this dispute to mediation does not affect the rights that may exist under Article 6 of the European Convention on Human Rights. If the dispute is not settled by mediation, the parties' right to a fair trial remains unaffected.