

ORGANISING A MEDIATION

Key issues:

- Selecting a mediator
- Choosing a venue
- Mediation Agreement

A. Selecting a mediator

Parties must first agree upon who to appoint as their mediator. So that we can provide you with all the information you need to make an informed decision, when you contact us, please be ready to provide the following information:

- The names of the parties and any representatives
- A brief description of the dispute
- Reasons why mediation is taking place
- Any time frame, particularly if there has been a stay of court or tribunal proceedings
- The value of the dispute
- Any further information which will the mediator should know

We will be happy to answer any questions you have about our mediations and how they can help resolve your dispute.

B. Choosing a venue

Mediations can be conducted either face-to-face or online.

If the mediation is to be conducted in person, it is for the parties (or the employer in workplace mediations) to decide where they would like to mediate. Ideally, the mediation should take place at a neutral venue, although in some circumstances (eg in team disputes or construction disputes) it may take place on site or at one of the lawyer's offices. The venue is very important and the mediator will discuss it with the parties (or with the employer for a workplace dispute) at an early stage. The venue will very much be determined by the nature of the dispute and the wishes of the participants.

When choosing a venue it is important that a number of rooms are made available for the mediation; one room for the joint meetings and separate rooms for each of the participants for private meetings with the mediator. For smaller mediations (and often for workplace mediations) two rooms will usually suffice, with one of the parties' rooms doubling up as the joint meeting room.

We will be able to provide some guidance as to venues for the mediation.

If the mediation is to be conducted online, the parties and the mediator will agree the date for the mediation and the mediator will then arrange the mediation on Zoom and will provide the login details to the parties and to anyone else who will be attending.

C. Mediation Agreement

Both parties (or the employees in a workplace mediation) and the mediator must sign a mediation agreement before the mediation begins. The contents of the mediation agreement will depend on whether it is a civil/commercial mediation or a workplace mediation. Either way, we use our standard form mediation agreements which cover matters such as:

- Names of each party
- Date and venue
- Nature of the dispute
- Agreed fees
- What happens should the mediation overrun the allotted time
- Confidentiality
- Without prejudice
- That mediation is non-binding until a settlement agreement is signed

Any additional participants in the mediation such as lawyers, experts, HR advisors or supporters must sign a separate confidentiality agreement.

HG Consulting