



# NINESTJOHNSTREET MEDIATION

## MEDIATION AGREEMENT

**THIS AGREEMENT is made on:**

### **BETWEEN**

1. ("Party A")
2. ("Party B")
3. ("the Mediator")

### **DISPUTE**

4. A dispute has arisen between the Parties regarding

### **PARTICIPATION IN THE MEDIATION**

5. The Parties will attempt in good faith with the Mediator and with each other to settle the Dispute by mediation upon the Mediation Terms of Appointment, which have been provided to the Parties and which are incorporated into and form part of this Agreement.

### **APPOINTMENT**

6. The Parties appoint the Mediator to mediate the Dispute and the Mediator accepts the appointment upon the Mediation Terms of Appointment.

### **THE ADVISERS**

7. The Advisers to the Parties are:

7.1 For Party A:

7.2 For Party B:

- 7.3 A Party will immediately notify the other Parties and the Mediator of any change to its Advisers.

**OTHER PARTICIPANTS**

8. In addition to the Parties and the Advisers the following individuals will attend the mediation with the Parties.

8.1 For Party A:

8.2 For Party B:

8.3 A Party will immediately notify the other Parties and the Mediator of any change to the Other Participants attending the Mediation.

**PLACE AND TIME**

9. The Mediation will take place [ ] on and shall start at 10am or such other time as the Mediator and the Parties shall agree

**CONFIDENTIALITY AND AGREEMENT**

10. Each person (Party, Adviser or Other Participant) signing this Agreement is deemed to accept and agree to be bound by the Mediation Terms of Appointment, a copy of which has been provided to each Party's Adviser, or to the Party if acting in person, including (but without limitation) the confidentiality provisions in clause 6 and waiver of liability provisions in clause 10 of the Mediation Terms of Appointment.

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Party A

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Party B

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Party A Adviser

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Party B Adviser

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Mediator

Other Participants:

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