

**The Parties:**

(Party A):

(Party B):

(Party C):

(Party D):

**Mediator:** Rebecca Attree

**Date:**

**Time:**

**Venue:**

**Whereas:**

The Employer has a policy of encouraging employees to resolve conflicts at the earliest possible opportunity and to encourage the resolution of differences without resorting to formal legal procedures.

This Agreement to Mediate is being entered into in accordance with that policy.

**Brief description of conflict:**

*[For the Mediator to complete]*

**The Process and Agreement:**

1. We hereby agree to participate in mediation to resolve that conflict.
1. Whilst we recognise that mediation is a voluntary process and the mediator will not and cannot compel us to settle, nor even to continue negotiating, we agree to participate in negotiations in good faith with the aim of achieving settlement and a workable solution which we will all adhere to.
2. We will participate in the process freely, fully, openly and honestly and will conduct ourselves in a manner of mutual respect.
3. We agree to keep confidential:
  - All information, whether oral, written or otherwise, produced for or at the mediation.

- All promises, conduct and statements made in the course of the mediation.
- The terms of any agreement arising from it.

4. We understand and agree that:

- Any such agreement entered into by us will be shared with HR and line management to check in and support ongoing progress.
- The duty of confidentiality shall NOT apply if the mediator reasonably considers that there is a risk of significant harm to the safety or welfare of any person if the information in question is not disclosed to an appropriate recipient.
- No requirement will be made for production of records, or notes relating to the mediation and notes taken (including those taken by the participants) during the mediation process will be destroyed at the end of the mediation in front of us with the exception of any written agreement between us.

5. The mediation will terminate when:

- An agreement has been reached by us including anyone else deemed appropriate to take our settlement forward.
- The mediator retires or otherwise terminates the mediation for any reason whatsoever.

6. The mediator shall not be liable to us for any act or omission in connection with the services provided

(1) Signed by (Party A) Date

(2) Signed by (Party B) Date

(3) Signed by (Party C) Date

(4) Signed by (Party D) Date

(5) Signed by the Mediator Date