

Telephone Mediation Agreement to Mediate

Telephone Mediation Agreement to Mediate

TM ref: TM P001

The Participants

This Agreement is between:

	("First Participant")
-and-	
	("Second Participant")
-and-	
	("Third Participant")
-and-	
The mediator named in the Schedule	("the Mediator", <i>whose practising details are in the Schedule</i>)

Telephone Mediation

- The Participants hereby engage the Mediator to carry out a Telephone Mediation to assist them resolve the claim arising out of an accident:

Accident date: Alternatively insert "stress" "disease" etc	__ / __ / 20__
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Trust Mediation Telephone Mediation Rules - December 2012

- The Telephone Mediation shall take place in accordance with this Agreement to Mediate which incorporates the Trust Mediation Telephone Mediation Rules - December 2012 ("the Rules"). A copy of the Rules accompanies this Agreement to Mediate and may also be found on the Telephone Mediation page of the Trust Mediation website. Additional copies are available on request from the Trust Mediation Registrar. In the event of any conflict, the terms and clauses of this Agreement to Mediate shall take precedence over the Rules.

Fees

Telephone Mediation Agreement to Mediate

4. The Participants agree to pay to Trust Mediation the fees for the Telephone Mediation provided for in the Rules.

Signature of the First Participant's Representative

My client and I have read, understand, and undertake to be bound by the provisions of this Agreement to Mediate and the Rules.

I certify that to my knowledge there are no matters relevant to the Proceeds of Crime Act 2002 that remain to be disclosed. Section 10 of the Rules refers.

Signed on behalf of the First Participant:

Name: _____

Firm: _____

City/Town: _____

Date: _____

Case reference: _____

Signature of the Second Participant's Representative

The Second Participant undertakes to be bound by the provisions of this Agreement to Mediate and the Rules.

Signed on behalf of the Second Participant:

Name: _____

Organisation: _____

City/Town: _____

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Date: _____

Case reference: _____

(Additional declaration in the event that a solicitor signs on behalf of this participant: I certify that to my knowledge there are no matters relevant to the Proceeds of Crime Act 2002 that remain to be disclosed. Section 10 of the Rules refers.

Signed: _____)

Signature of the Third Participant's Representative

The Third Participant undertakes to be bound by the provisions of this Agreement to Mediate and the Rules.

Signed on behalf of the Third Participant:

Name: _____

Organisation: _____

City/Town: _____

Date: _____

Case reference: _____

(Additional declaration in the event that a solicitor signs on behalf of this participant: I certify that to my knowledge there are no matters relevant to the Proceeds of Crime Act 2002 that remain to be disclosed. Section 10 of the Rules refers.

Signed: _____)

Signature of the Mediator

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In consideration of the Participants undertaking to be bound by this Agreement to Mediate and the Telephone Mediation Rules and in the capacity set out in the Schedule I agree to be the Mediator and to be bound by the provisions of this Telephone Mediation Agreement and the Rules.

Signed: _____

Name: _____

Date: _____

Address: c/o Trust Mediation Third Floor 218 Strand London WC2R 1AT
Telephone 0207 353 3237

SCHEDULE

Mediators engaged by Trust Mediation may work in their capacity as self-employed sole practitioners or as members of a firm or company: this Schedule sets out for the avoidance of doubt that status and the VAT details.

The Mediator supplies mediation services as, and enters into this Agreement to Mediate as, a member of a firm or company

The name of the Mediator is _____ and the Mediator's services in respect of this Agreement to Mediate are provided to the Participants by the Mediator's firm or company, details of which appear below ("the Firm" or "the Company"). Accordingly, the Mediator enters this Agreement to Mediate as and contracts as a member of and on behalf of the Firm or the Company.

Trust Mediation Limited will collect the fees for the Telephone Mediation and any overtime fees (as referred to in Sections 11-14 in the Rules) from the Participants /their Representatives as the agent for the Firm or the Company. The Firm or the Company will, upon payment of the fees, issue a receipted vat invoice.

The Firm or the Company's name and address:

Name: _____

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Address: _____

The Firm or the Company's VAT registration no is _____