

Agreement to Mediate

Participating in mediation

Mediation is a process in which participants seek to resolve their differences with the assistance of a trained mediator acting as an impartial third party. Mediation is voluntary and aims to offer the participants the opportunity to be fully heard, to hear each other's perspectives and to decide how to resolve their complaint themselves.

By agreeing to take part in mediation, the participants agree that they will try in good faith to resolve the complaint.

Participants should have full authority to settle the complaint. If a participant needs to consult someone not at the mediation, arrangements must be in place for the participant to speak to that person during the mediation.

Mediation procedure

The SLCC must know the names of all people taking part in the mediation before it takes place. If the mediation is happening on Zoom or by telephone, the SLCC must also know the names of anyone who will see or hear the mediation. No one else can take part in, or listen to, the mediation without the consent of the mediator and all participants.

No one is allowed to record any part of the mediation without the express consent of the mediator and all other participants.

The mediator conducts the mediation and will decide how it is to be run.

The focus of the mediation is the issues of complaint that have been accepted for investigation. Please note that the SLCC is not allowed to offer mediation for conduct issues of complaint. If, during the mediation, the mediator thinks participants are discussing conduct issues, they will have to immediately stop the mediation.

The mediation should last no longer than 3 hours. The mediation may be extended by the mediator if the participants have not yet reached an agreement and they want to continue in order to try to resolve the complaint.

Any participant, including the mediator, may withdraw from the mediation at any time.

The mediator cannot give legal advice or act for any participant in any capacity on the subject matter of the mediation.

Confidentiality

Confidentiality in mediation is important to encourage all participants to speak truthfully and candidly, and to enable a full exploration of issues of the complaint.

Discussions between all participants before and during the mediation are confidential. This includes the terms of any Settlement Agreement. This does not apply where:

- (a) All participants consent to disclosure for a specific purpose or to a specific person;
- (b) Disclosure is necessary to fulfil the terms of the Settlement Agreement;
- (c) Disclosure is required by law;
- (d) The mediator or the SLCC reasonably believes there is serious risk to the safety of any person if there is no disclosure; or
- (e) There is any allegation of a breach of the Settlement Agreement and disclosure is needed to take further action.

A participant may disclose information or documents obtained during the mediation to a person not present at the mediation if they need to do so to get professional advice. They must inform the person that the information or documents being disclosed are confidential, and that person must also agree to keep them confidential.

Neither Participant may have access to the Mediator's notes nor SLCC Mediator Review Form nor call the Mediator nor the SLCC as a witness in any proceedings related to any of the issues between them. The Mediator's opinion will be inadmissible in any subsequent proceedings, which may take place between the Participants concerning the subject matter of the mediation.

Settlement

If the participants agree to resolve the dispute, the mediator will draft a Settlement Agreement. The Settlement Agreement will be legally binding when the participants have agreed to be bound by it (either verbally or in writing). If the participants have agreed to the Settlement Agreement, they must carry out its terms without delay.

If a participant does not comply with the terms of the Settlement Agreement, the other participant may be released from the agreement if they so wish. They must confirm this in writing to the SLCC and the other participants. If the firm does not obey the terms of the Settlement Agreement, the complainer can ask the SLCC to reopen the complaint.

Costs

There is no charge for mediation. Participants are responsible for their own expenses. This includes travel, food, telephone, internet and software licence charges.

Exclusion of liability

Neither the SLCC nor the mediator will be liable for any act or omission, whether done negligently or otherwise, in connection with the mediation or these terms.

If the mediation is happening on Zoom or by telephone, the SLCC is satisfied with the suitability and security of using those methods for mediation. By agreeing to take part in the mediation, the participants also agree that they are satisfied with their suitability and security.