

MEDIATION AGREEMENT

Date: Monday 15 June 2015

Parties:

- 1 Southwark Council (represented by Juliet Seymour and Simon Bevan)
 - 2 OBVNF (represented by Russell Gray & supporters)
- and KATE OLLEY

("the Mediator") of Landmark Chambers, 180 Fleet Street, London EC4A 2HG.

Background

The Parties have agreed to attempt in good faith to settle their dispute

To agree a way forward where OBVNF could be recognised by the Council as the neighbourhood forum for Area A

("the Dispute"). The Parties have agreed to submit the Dispute to mediation by the Mediator under the terms of this agreement ("the Mediation").

The Parties

1. Each person in signing this agreement is agreeing to the provisions of this agreement on behalf of the Party he/she represents and all other persons present on that Party's behalf at the Mediation.

Time and place of the Mediation

2. ***The Mediation is scheduled to take place at the offices of L.B. of Southwark @ 160 Tooley Street, London SE1P 5LX, GO1A from 9am until 5pm***

3. **Role of the Mediator**

4. The Mediator will:

- 4.1 read any Position Statement and all the Documents sent to him before the Mediation (see paragraph seven below); and
- 4.2 chair, and determine the procedure for, the Mediation;
- 4.3 seek to help the parties settle their dispute by a process of conciliation and discussion during the Mediation .

5. The Mediator will not act for any of the Parties individually in connection with the dispute in any capacity either during the currency of this agreement or at any time thereafter. The Parties accept that in relation to the dispute the Mediator is not an agent of, nor acting in any capacity for, any of the Parties. The Parties and the Mediator accept that the Mediator is acting as an independent contractor.

Authority to settle

6. At least one attendee on behalf of each party at the mediation will have full authority to settle the Dispute without having to refer to anybody else. If there is any restriction on that authority, this should be discussed with the Mediator before the Mediation. Each Party will inform the Mediator before the date of the Mediation of the names of any persons attending the Mediation on their behalf. ***The mediation outcome will be put forward as a recommendation for the Individual Portfolio Holder in an Individual Decision Maker report.***

Preparation for the Mediation

7. The Parties agree that
- 7.1 a mediation bundle consisting of the pleadings, witness statements and experts reports (if any) core documents, without prejudice correspondence regarding settlement and other relevant documents shall be sent to the Mediator no later than 12noon on Thursday 11 June 2015;
 - 7.2 The Parties will send to the Mediator by no later than 12noon on Friday 12 June 2015 their concise summary ("their Position Statement") of the Dispute and cross refer to the bundle in relation to documents referred to in the Position Statement ("the Documents") in addition to those in 7.1 above;
 - 7.3 Each party will also provide an estimate of costs incurred to date and estimated costs to trial or hearing.
8. Each Party may send to the Mediator and/or bring to the Mediation further documentation which it wishes to disclose in confidence to the Mediator but not to any other Party, clearly stating in writing that such documentation is confidential to the Mediator.

Settlement Agreement

9. Any settlement reached in the Mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties.

Termination

10. Any of the Parties may withdraw from the Mediation at any time and shall immediately inform the Mediator and the other party in writing. The Mediation will terminate when either:
- 10.1 a Party withdraws from the Mediation; or
 - 10.2 a written settlement agreement is concluded; or

- 10.3 the Mediator concludes that continuing the Mediation is unlikely to result in a settlement; or
- 10.4 the Mediation exceeds its agreed duration subject to an agreement of the Parties and the Mediator to extend the duration of the Mediation.

Confidentiality

11. Every person involved in the Mediation will keep confidential and not use for any collateral or ulterior purpose all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the Mediation, (including the terms of any settlement) save for the fact that the mediation is to take place or has taken place.
12. All information (whether oral or in the form of documents, tapes, computer discs etc.) arising out of, or in connection with, the Mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information, which would in any event have been admissible or disclosable in any such proceedings.
13. No audio recording or transcript of the Mediation will be made although the parties are entitled to make notes of anything said during any meeting which takes place in the mediation.
14. Paragraphs 11 and 12 shall not apply insofar as any such information is necessary to any claim relating to or arising out of any settlement agreement arising out of the Mediation or as otherwise required at law, or if the parties need to refer to this agreement in respect of fees as provided for in paragraph 16.
15. None of the Parties to the Mediation Agreement will require the Mediator to give evidence or produce in evidence any documents in any litigation or other proceedings whatsoever arising from, or in connection with, the matters in issue in the Mediation. The Mediator will not voluntarily act in any such capacity or as consultant, arbitrator or expert without the written agreement of all the Parties.

Fees and Expenses

16. The Mediator's fee will be payable by L.B. of Southwark for time spent in preparing for and attending the Mediation from – timing yet to be confirmed – on Monday 15 June, and must be paid to the Mediator prior to the Mediation, or within a specified timescale as agreed with the Mediator or his Clerk. For hours after 6pm the mediator's fees will be £300 + VAT payable by L.B. of Southwark, such additional fees will be paid to the Mediator within 30 days following the mediation, or following receipt of an up to date fee note should the mediation continue past 6pm. The Mediator's travel expenses will be charged in addition.
17. The Mediator's fees must be paid to the Mediator prior to the Mediation, or within a specified timescale as agreed with the Mediator or his Clerk. The Mediator's fees for the mediation will be borne by L.B. of Southwark alone. The Mediator's reasonable travel costs will be borne by L.B. of Southwark alone. The Chambers Bank account details are: NatWest Law Courts Branch, Landmark BACS Account, sort: 60-80-08 & a/c:60637528 & reference KO. In the event of cancellation more than 24hrs before the 15 June then the fees due will be

reduced by 50%, if less than 24hrs notification of cancellation then the full Mediator's fees will be due & payable.

18. Otherwise, each Party will bear its own costs and expenses of its participation in the Mediation in the first instance, but the parties agree that the parties' costs of the mediation including the mediators fees shall be costs in the case if the mediation does not lead to a settlement and the litigation continues.

Exclusion of Liability

19. The Mediator shall not be liable to the Parties for any act or omission in connection with the services provided by him in, or in relation to, the Mediation, unless the act or omission is shown to have been in bad faith.

Law and Jurisdiction

20. This agreement shall be governed by, construed and take effect in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with the mediation.
21. The referral of the Dispute to mediation does not affect any rights that may exist under Article 6 of the European Convention of Human Rights. If the Dispute is not settled by the Mediation, the Parties' rights to a fair trial remain unaffected.

Signed

1. On behalf of Southwark Council

Date 11/6/2015

Signed 

2. On behalf of OBVNF

Date 11/6/2015

Signed 

3. The Mediator

Date