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## **MEDIATION AGREEMENT**

### **The Agreement**

The Parties named below hereby agree to submit their dispute in Case No..... in the .....Court to Mediation upon the terms and conditions set out below.

### **The Mediator**

The Parties hereby appoint \_\_\_\_\_ to act as Mediator.

### **The Parties**

Party A: ..... represented by \_\_\_\_\_ and \_\_\_\_\_ (Solicitor/Counsel)

Party B: ..... represented by \_\_\_\_\_ and \_\_\_\_\_ (Solicitor/Counsel)

Party C: ..... represented by \_\_\_\_\_ and \_\_\_\_\_ (Solicitor/Counsel)

Party D: ..... represented by \_\_\_\_\_ and \_\_\_\_\_ (Solicitor/Counsel)

### **Venue/Date/Time**

The Mediation will take place at..... on ..... The first session will begin at **10.00am** and will continue until **5pm** or until such time as the Mediator and the Parties agree.

## **Terms and Conditions**

### **A. *The Mediator***

1. The Mediator shall throughout the mediation act as an independent impartial neutral facilitator and will not seek to adjudicate, arbitrate, furnish advice, or impose a decision or solution in respect of any of the issues, save by agreement with the parties.
2. The Mediator shall not be liable to any party for any act or omission in connection with the conduct of the mediation, save for any willful misconduct.
3. The Mediator shall not be called as a witness or as an expert in any pending or subsequent litigation or arbitration relating to the dispute or subject matter of the mediation, save where the Mediator and all parties agree in writing.
4. The Mediator hereby confirms that all known financial and/or other interests, all social, business or professional relationships with any party and/or their representatives, or any facts or circumstances which may create doubt as to the impartiality of the Mediator, have been disclosed to the parties in writing. The Mediator shall immediately disclose any said interests, relationships or circumstances that become apparent hereafter.
5. The Mediator shall be entitled to conduct the mediation process at his discretion, including the structure of the process, the attendance of participants, the agreeing of a timetable for the exchange of any relevant information or documentation, and the scheduling and re-scheduling of meetings with the parties, both before and during the mediation, whether in private caucus or with the parties jointly.

### **B. *Representation***

6. The Parties may choose to be represented or to remain un-represented at the mediation, and the legal advisers to the parties shall be entitled to participate in the mediation, save that:-
- i) the manner and extent of their participation shall remain at the discretion of the Mediator insofar as such participation may be appropriate or beneficial or otherwise conducive to the success of the mediation process, and
  - ii) the parties shall remain free at all times to consult with their legal advisers.

**C. Authority to Settle**

7. The parties and/or their representatives hereby confirm that they have full authority to settle the dispute. In the event of any limitations to such authority, the limitations shall be fully endorsed hereon, or annexed hereto in a separate document.

**D. Confidentiality**

8. The entire mediation process shall be confidential and conducted upon a without prejudice basis. All offers, promises, statements, whether oral or in writing, in the course of the mediation shall not be disclosed to third parties and shall remain privileged and confidential, save that:
- i) any disclosure may be made that is or may be necessary for the implementation of any agreement reached in the mediation;
  - ii) any evidence that would otherwise be admissible or disclosable shall not be rendered inadmissible or not disclosable by reason only of its use in the mediation;
  - iii) where any information is given or received which relates or gives rise to the disclosure of a criminal offence, or material risk of harm, injury or other risk to safety, the duty of

confidentiality shall not apply, save that the Mediator shall seek prior agreement from the parties as to the manner and extent of any disclosure to be made.

9. At the conclusion of the mediation, at the request of any of the parties, any written materials or documentation furnished to the Mediator or to another party shall be returned without the Mediator or the parties retaining copies thereof.
10. There shall be no stenographic, audio or visual record made or kept of the mediation process without the written agreement of the Mediator and all parties.

**E. *Termination***

11. The Mediation process may be terminated when the parties and the Mediator are in agreement that the mediation has been unsuccessful, or the Mediator is of the view that further steps in the mediation process are unlikely to achieve a settlement; or one party withdraws from the mediation.

**F. *Settlement***

12. If agreement is reached between the parties, or if any issues are resolved, the parties or their representatives will execute a Heads of Agreement document for signature by or on behalf of all the parties to the agreement. The agreement shall not be binding until it has been reduced to writing and signed by or on behalf of all the parties to the agreement.

**G. *Fees and Costs***

13. All fees for the professional services of the Mediator, together with all reasonable travel and other expenses incurred, shall be payable by the parties equally, unless otherwise agreed in writing.
14. The Mediator's fee for the said mediation shall be **£.....+vat per day**. In the event that the mediation continues beyond **5pm on any one day**, an additional fee of **£.....+vat per hour** will become payable by the parties upon the terms herein. All Preparation work carried out by the

Mediator up to the first day of the Mediation shall be charged at £.....+vat per hour. If the venue of the mediation requires an element of travelling i.e. outside London 50% of the Mediators hourly rate will be charged i.e. £.....+vat for each hour travelled.

15. A Retainer of £.....+vat shall be payable by the parties jointly at the date hereof. The said retainer shall be fully refundable if the mediation is cancelled or re-scheduled more than **14 days** from the scheduled date, unless the Mediator has incurred costs or expenses.

16. All fees and expenses shall become due upon termination or settlement, and shall be paid within 30 days of the issue of the invoice. Thereafter interest shall accrue upon any unpaid invoice at the rate **2%** per month.

**H. Interpretation**

17. The term 'Mediator' shall include the masculine and the feminine, and the plural as well as the singular, where the context permits.

18. The agreement shall be governed by English law and construed and applied in accordance with the Rules and jurisdiction of the English courts.

**DATED** the \_\_\_\_\_ day of \_\_\_\_\_ 2017

**SIGNED:** \_\_\_\_\_ for and on behalf of Party A

**SIGNED:** \_\_\_\_\_ for and on behalf of Party B

**SIGNED:** \_\_\_\_\_ for and on behalf of Party C

**SIGNED:** \_\_\_\_\_ for and on behalf of Party D

**SIGNED:** \_\_\_\_\_ by the Mediator

## **XXIV OLD BUILDINGS**

### **CLIENT COMPLAINTS POLICY**

1. Our aim is to give you a good service at all times. However, if you have a complaint you are invited to let us know as soon as possible. You may make a complaint directly to Chambers or, if you prefer, make a complaint through your solicitors.
2. Please note that Chambers will only consider complaints that are raised within six months of the act or omission complained of (other than in exceptional circumstances).
3. Chambers has a panel headed by Elizabeth Weaver and made up of experienced Barristers at XXIV Old Buildings (“Barristers”) and a senior member of staff (the “Complaints Panel”). The Complaints Panel considers any complaint made against Barristers or staff.
4. Complaints may be made informally by telephone using the procedure set out in paragraphs 7 to 9 below, or formally in writing using the procedure set out in paragraphs 11 to 14 below.
5. For the purposes of this Procedure we do not regard normal negotiations between a member of staff and those instructing a Barristers relating to the fee charged or to be charged by that Barrister as constituting a ‘complaint’.
6. Please note that it may not always be possible or appropriate for us to investigate a complaint by someone who is or was not a client of a Barrister. That is because the ability of Chambers to investigate and resolve such complaints is limited and because complaints by non-clients are better suited to the disciplinary procedures of the Bar Standards Board. Therefore, we will make an initial assessment of the complaint by a non-client and if we feel that the issues raised cannot be dealt with satisfactorily through our own complaints procedure, we will inform you and refer you to the Bar Standards Board.

#### **Complaints by telephone**

7. If you would prefer to speak to us initially on the telephone about your complaint then please telephone, Sue Medder (Chambers Director) or Elizabeth Weaver. If your complaint is about a member of staff rather than a barrister, please contact Sue Medder. If your complaint is about any of the above-named individuals or they are unavailable then please contact Alan Steinfeld QC, our Head of Chambers.
8. The person you speak to will:
  - (a) Make a note of the details of your complaint and what you would like done about it
  - (b) Make every effort to address all queries and questions you may have
9. If the matter is resolved, the person you spoke to will record the outcome, check you are satisfied with the outcome and record that you are satisfied. You may also wish to record the outcome of the telephone discussion in writing.
10. If your complaint is not resolved on the telephone you will be invited to write to us about it within the next 14 days so that it can be investigated formally in accordance with paragraphs 11 to 14 below.

## **Complaints in writing**

11. If making a complaint in writing, please give the following details:

- (a) your name and address;
- (b) which member(s) of Chambers or staff you are complaining about;
- (c) the detail of the complaint; and
- (d) what you would like done about it.

12. Please address your letter to Sue Medder or Elizabeth Weaver, at XXIV Old Buildings, Lincoln's Inn, London, WC2A 3UP. We will, where possible, acknowledge receipt of your complaint within two days and provide you with details of how your complaint will be dealt with.

13. Within 14 days of your letter being received, Elizabeth Weaver or her deputy in her absence, will appoint a member or members of the Complaints Panel to investigate your complaint. If your complaint is against the head of the Complaints Panel, the next most senior member of the Complaints Panel will investigate it. In any case, the person appointed will be someone other than the person you are complaining about.

14. The person appointed to investigate will write to you as soon as possible to let you know he or she has been appointed and that he (we use "he" for convenience) will reply to your complaint within 14 days. If it is apparent, or he finds later, that he is not going to be able to reply within 14 days he will set a new date for his reply and inform you. His reply will set out:

- (a) the nature and scope of his investigation;
- (b) his conclusion on each complaint and the basis for his conclusion; and
- (c) if he finds that you are justified in your complaint, his proposals for resolving the complaint.

## **Confidentiality**

15. All conversations and documents relating to the complaint will be treated as confidential and will be disclosed only to the extent that it is necessary. Disclosure will be to the Heads of Chambers, members of our management committee and to anyone involved in the complaint and its investigation. Such people will include the barrister or member of staff who you have complained about, the head or relevant senior member of the Complaints Panel and the person who investigates the complaint. The Bar Standards Board is entitled to inspect the documents and seek information about the complaint when discharging its auditing and monitoring functions.

16. We make a record of any written complaint and retain all documents and correspondence generated by the complaint for a period of six years. Our Chambers management committee regularly inspects these records, anonymised where necessary, with a view to improving services.

## **Complaints to the Bar Standards Board or the Legal Ombudsman**

17. If you are unhappy with the outcome of our investigation into your complaint you may take up your complaint with the Legal Ombudsman if you fall within his remit. The Legal Ombudsman will only deal with complaints from consumers i.e. the barrister's client. Also the Legal Ombudsman is not able to consider your complaint until it has first been investigated by Chambers. Please note that there is generally a period of 12 months from becoming aware of the relevant act or omission about which you are complaining within which to make your complaint to the Legal Ombudsman.

You can write to the Legal Ombudsman at:

PO Box 15870,  
Birmingham B30 9EB  
Tel: 0300 555 0333

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

If you are not the barrister's client and are unhappy with the outcome of our investigation into your complaint you may take up your complaint with the Bar Standards Board by writing to:

Bar Standards Board  
Professional Conduct Department  
289-293 High Holborn  
London WC1V 7HZ  
Tel: 020 7611 1444  
Fax: 020 7831 9217

[contactus@barstandardsboard.org.uk](mailto:contactus@barstandardsboard.org.uk)

Website: [www.barstandardsboard.org.uk](http://www.barstandardsboard.org.uk)