

GILLHAMS SOLICITORS LLP MEDIATION

CLIENT AGREEMENT

BETWEEN:

- (1) GILLHAMS SOLICITORS LLP of 3 Rowan House, 9-31 Victoria Road, London NW10 6DP
- (2)
- (3)
- (4)

The Mediator shall be: Russell Caller

The Mediation Day shall be on:

The Mediation Venue shall be at:

The Fees shall be: plus VAT

The Additional expenses shall be:

The terms of this Mediation Agreement as set out above and on the following pages are hereby agree

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The Parties

.....

Russell Caller

.....

For and on behalf of Gillhams Solicitors LLP

Client Agreement

GENERAL

The table of clauses and the hearings to clauses are inserted for convenience only and shall not affect the construction of this document

DEFINITIONS

“The Additional Expenses” means the additional expenses referred to in clause 11 of this agreement

“The Dispute” means the dispute that is the subject of the Mediation

“The Documents” means all documents which are referred to in the Synopsis and to which each party may wish to refer during the Mediation.

“The Fees” means the fees of Gillhams Solicitors LLP as stated on the front page of this agreement.

“The Mediation” means the process of the Mediator, Russell Caller assisting the Parties to reach an agreed settlement of the Dispute.

“The Mediation Day” means the date stated on the front of this Agreement and being the day during which the Mediation shall take place.

The Mediation Venue the venue as stated on the front of this Agreement set for the Mediation meeting by Gillhams Solicitors LLP.

“The Parties” means parties to the Dispute whose details are set out on the front Page of this Agreement.

“Russell Caller” means the Mediator appointed by Gillhams Solicitors LLP being an accredited mediator and specialising in the mediation of disputes.

“The Settlement Agreement” means an Agreement settling the Dispute (in whole or part) reached in Mediation which is evidenced by the writing and signing by or on behalf of the Parties, and which shall be legally binding upon the Parties.

“The Synopsis” means a clear summary setting out details of the case in dispute produced by each party to the Dispute.

1. THE ROLE OF RUSSELL CALLER

Russell Caller shall -

- a. attend meetings with any or all of the Parties prior to the Mediation Day if he decides it is appropriate;
- b. prior to the Mediation Day read the Synopsis and the Documents prepared by each of the Parties sent to him through Gillhams Solicitors LLP;
- c. determine the procedure for the Mediation and the Mediation Day;
- d. assist the Parties in drawing up the Settlement Agreement if appropriate;
- e. abide by any additional terms required by Gillhams Solicitors LLP;

2. THE PARTIES' RELATIONSHIP WITH RUSSELL CALLER AND GILLHAMS SOLICITORS LLP

- a. It is hereby agreed that Russell Caller and any member of Gillhams Solicitors LLP shall not act for any of the Parties in connection with the Dispute in any capacity during the period of this Agreement.
- b. The Parties hereby agree that in relation to the Dispute, neither Russell Caller nor Gillhams Solicitors LLP is an agent of, or acting in any capacity for, any of the Parties.

3. THE ROLE OF GILLHAMS SOLICITORS LLP

Gillhams Solicitors LLP shall make the following arrangements in relation to the Mediation and the Mediation Day which shall include, but shall not be limited to the following:-

- a. Make available Russell Caller as Mediator and, should Russell Caller consider it appropriate, such other person from Gillhams Solicitors LLP to assist Russell Caller on the mediation day ("The Assistant").
- b. Ensure that The Assistant complies with the terms of this agreement.
- c. Arrange the Mediation Venue

- d. Liaise and agree with the Parties and Russell Caller the date for the Mediation Day;
- e. Use its reasonable endeavours to procure that all Parties exchange the Synopsis and the Documents of each party prior to the Mediation Day;
- f. Meet with any or all of the representatives of the Parties, with or without Russell Caller to discuss arrangements relating to the Mediation;
- g. Deal with general administration relating to the Mediation of Dispute and the Mediation Day.

4. THE EXCHANGE OF INFORMATION

- a. The Parties shall, with the assistance of Gillhams Solicitors LLP, exchange with the other Parties and send to Russell Caller at least 10 working days prior to the Mediation:-
 - (i) The Synopsis;
 - (ii) Copies of the Documents.
- b. In addition, each party can provide further documentation to Gillhams Solicitors LLP for passing on to Russell Caller stating clearly that such further information is confidential to Russell Caller and Gillhams Solicitors LLP, and such further information shall not be disclosed to the other party(ies).
- c. The Parties, with the assistance of Gillhams Solicitors LLP, shall agree the maximum number of pages of the Synopsis and the Documents in an attempt to agree a joint set of documents.

5. THE MEDIATION

- a. Gillhams Solicitors LLP, Russell Caller and The Assistant (where appropriate) and the Parties hereby agree that no formal record (written or otherwise) or transcript of the Mediation shall be made.

6. THE PROCEDURE

- a. It is agreed that the Parties will in the course of the Mediation use their best endeavours to attempt to settle the Dispute.
- b. Representatives of the Parties, and or the Parties (and their advisors) and Russell Caller will attend the Mediation on the Mediation Day at the Mediation Venue.
- c. It is hereby agreed that the Parties will provide the representatives of the Parties with the necessary authority to settle the Dispute at the Mediation.
- d. If one of the parties to the Dispute wishes to initiate the Mediation and Gillhams Solicitors LLP are requested to do so by that party, then Gillhams Solicitors LLP shall approach the other party(ies) to the Dispute to invite such other party(ies) to participate in the Mediation.

7. SETTLEMENT

If a settlement is reached in the Mediation then such settlement shall not be binding on the parties until the Settlement Agreement has been concluded.

8. TERMINATION

The Mediation will be treated as terminated upon the happening of any of the following events:-

- a. Any one of the Parties withdraws from the Mediation by providing to Russell Caller or Gillhams Solicitors LLP a formal written letter requesting withdrawal from the Mediation; or
- b. The Settlement Agreement is concluded; or
- c. In the opinion of Russell Caller or Gillhams Solicitors LLP it would be inappropriate to continue with the Mediation.

9. STAY OF PROCEEDINGS

Notwithstanding the Mediation, any litigation or arbitration in relation to the Dispute may be commenced or continued unless the Parties agree otherwise

10. CONFIDENTIALITY AND WITHOUT PREJUDICE

- a. All communications relating to and at the Mediation shall be without prejudice and confidential between the Parties and between the Parties and third parties.
- b. All parties to the Mediation including the Mediator and The Assistant (where appropriate) and Gillhams Solicitors LLP will keep confidential all information (whether provided orally, in writing or otherwise) produced in connection with or arising in relation to the Mediation including the Settlement Agreement (if any) arising out of it except insofar as it is necessary to implement and enforce the Settlement Agreement.
- c. The Synopsis and the Documents and all other material of whatsoever nature (including but not limited to anything upon which evidence is recorded including tapes and computer disks) or other information produced in connection with, or arising in relation to, the Mediation will be privileged and not be admissible as evidence or discoverable in any litigation or arbitration in connection with the Dispute except ant documents or any other information which would in any event have been admissible or discoverable in any such litigation or arbitration.
- d. None of the Parties to this agreement will call Russell Caller or The Assistant or Gillhams Solicitors LLP (or any partner, employee, consultant, officer or representative of Gillhams Solicitors LLP) as a witness, consultant, arbitrator or expert in any litigation or arbitration in relation to the Dispute and Russell Caller and The Assistant and Gillhams Solicitors LLP will not voluntarily act in any such capacity without the written agreement of the Parties.

11. FEES

The Fees are exclusive of VAT (which shall be paid in addition and at the current rate) and shall be paid equally by the Parties.

In addition to the Fees the following additional expenses shall be paid equally by The Parties:-

- a. The costs of the room hire (if applicable)
- b. All reasonable expenses of Russell Caller
- c. All other administration charges in connection with the Mediation such charges to be agreed by The Parties.

("The Additional Expenses")

The Fees and The Additional Expenses shall not include the costs and expenses of each of the Parties connection to the Parties' participation in the Mediation.

12. PAYMENT

The Parties hereby agree to pay the Fees and The Additional Expenses to Gillhams Solicitors LLP no later than 10 working days in advance of the Mediation Day as a pre-condition of the Mediation Day taking place.

13. CANCELLATION

In the event of the cancellation of the Mediation Day by any one of the Parties:-

- a. More than 10 workings day prior to the mediation day, Gillhams Solicitors LLP shall be entitled to 10%of the Fees from the Parties plus all The Additional Expenses actually contracted for;
- b. If less than 10 working days but more than 5 workings days prior to the Mediation Day, Gillhams Solicitors shall be entitled to 30% of the Fees from the Parties plus all The Additional Expenses actually contracted for;
- c. If less than 5 workings days but more than 48 hours prior to the Mediation Day, Gillhams Solicitors LLP shall be entitled to 60% of the Fees from the Parties plus all The Additional Expenses actually contracted for;
- d. Less than 48 hours prior to the Mediation Day, Gillhams Solicitors LLP shall be entitled to 100% of the Fees from the Parties plus all the Additional Expenses actually contracted for

For the avoidance of doubt, all cancellations must be notified and received in writing to Gillhams Solicitors LLP.

14. WAIVER

Neither Russell Caller nor Gillhams Solicitors LLP shall be liable to the Parties for any act or omission in connection with the services provided by them in, or in relation to, the Mediation unless the act or omission is fraudulent or involves wilful misconduct.