

## ONLINE MEDIATION AGREEMENT

**In the mediation between:**

And

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The above participants acknowledge that differences exist between them, and having agreed to enter into online mediation to resolve their differences they, including their appointed mediator, where applicable to the mediator, agree as follows:

### **1. Nature of mediation**

1.1 That mediation is a confidential and without prejudice process in which the mediator assists the participants to reach an agreement through joint-problem solving.

1.2 That mediation is voluntary and any participant may at any stage terminate the mediation, without having to provide any reasons for termination.

1.3 That to encourage discussion, the mediator will not disclose to the other participant any information that has been conveyed to him in private by a participant, unless the participant had given him express permission to disclose such information.

1.4 That mediation is non-binding until everything is agreed, reduced to writing and signed by both participants.

1.5 That the participants retain all their rights and legal remedies if the mediation is not successful.

1.6 That the mediator may assist the participants to generate settlement options, but does not impose his views or solutions on them.

1.7 That the mediator has an ethical obligation to work equally hard on behalf of both participants during the mediation.

## **2. Settlement authority**

2.1 That participants who appear on behalf of principals, shall have settlement authority, or have a person with settlement authority on standby, telephonically during the mediation.

## **3. Mediator's fees**

3.1 That the mediator's fees shall be R..... per hour for times spent with the participants and for time required studying documents, researching issues, corresponding, drafting and finalising agreements, or an all-inclusive daily rate of R.....00 shall apply.

3.2 That the participants shall each be liable to pay 50% of the mediator's fee, as per his invoices that shall be payable on presentation.

3.3 That any participant who cancels, without giving the mediator at least 24 hours' notice of cancelation before the agreed date for the mediation, shall be liable to pay for three hours of his fee at the above rate of R.....00 per hour, and if both participants cancel without at least 24 hours' notice, they shall be jointly and individually liable for the mediator's fees for three hours at the above stated rate.

3.4 If a daily rate has been negotiated, any participant who cancels, without giving the mediator at least 24 hour notice of cancellation before the agreed date for the mediation, shall be liable to pay 50% of the daily rate, and if both participants cancel without at least 24 hours' notice, they shall be jointly and individually liable to pay 50% of the mediator's fees.

#### **4. Date, Time & Venue**

That the mediation shall take place online as per the mediator's guidance.

#### **5. Appointment of the mediator**

That Martin J. Bauwens ([martin@bauwens.com](mailto:martin@bauwens.com)) is appointed as their mediator under the terms of this agreement, and accepts the appointment under the same terms.

#### **6. Payment of invoice on presentation**

That all payments shall be made on the following account:

- Financial institution:
- Account holder:
- Account number:
- Branch code

That the participants shall pay a retainer of R.....00, before the commencement of the mediation on or before ....., of which 50% shall be non- refundable.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
Capacity: Participant

\_\_\_\_\_  
Capacity: Participant

\_\_\_\_\_  
Capacity: Mediator