



**Outer East Football Netball
Competitions Limited**
95 Colchester Rd
Kilsyth 3137
Phone: 9735 5448

OEFN SCHEDULE THREE

MEDIATION AGREEMENT

MEDIATION AGREEMENT made on

(Insert date).....

BETWEEN

OfAND

.....

Of

('The Parties')

AND

Of

('The Mediator')

RECITALS

- (a) A dispute has arisen between the parties ('the dispute'), which is briefly described in the Schedule.
- (b) The parties have requested the mediator, and the mediator has agreed, on the terms and conditions of this Agreement, to help the parties resolve the dispute.

1.0 THE PARTIES AND THE MEDIATOR AGREES AS FOLLOWS:

- 1.1 Appointment and Role of Mediator
- 1.2 The parties appoint the mediator to mediate the dispute
- 1.3 The mediator will assist the parties to reach their own resolution of the dispute
- 1.4 The mediator will not make decisions or impose decisions on the parties.
- 1.5 Each Party is entitled to retain representative(s) in order to be properly counselled about legal interests, rights and obligations. The mediator does not offer legal advice.

2.0 CONDUCT OF MEDIATION

2.1 The parties agree:

- a. To co-operate with the mediator in the conduct of the mediation; and
- b. To use their best endeavours to comply with reasonable requests made by the mediator to promote the efficient resolution of the dispute.
- c. If considered by the mediator to be in the best interest of the parties before meeting with the mediator to submit each other and the mediator a written summary of the arguments in support of each party's position in the dispute
- d. To meet with the mediator at mutually agreed premises on dates to be agreed upon

2.2 The mediator may meet with the parties together or any party alone

2.3 The mediator will not disclose to any person (Including a party) information disclosed by one party to the mediator alone, without the prior consent of the disclosing party

2.4 The mediator must not disclose to any person information obtained during the mediation without the prior written consent of the parties, unless compelled by law to do so.

2.5 A party must not disclose to any person, other than that party's professional advisors for the purpose of the mediation, information obtained during the mediation without the prior written consent of the disclosing party, unless compelled by law to do so.

2.6 The parties agree that they will not at any time before, during or after the mediation call the mediator as witness in any legal or administrative proceedings concerning the dispute.

2.7 A party may withdraw from the mediation at any time by giving written notice to the other party and the mediator.

2.8 If the mediator believes the mediation is no longer productive the mediator may terminate the mediation immediately by giving written notice to the parties.

3.0 EFFECT OF MEDIATION

3.1 If the parties cannot resolve the dispute during the course of, or as a result of, the mediation the rights of the parties in any subsequent court, administrative or arbitral proceeding shall remain unaffected by the mediation.

3.2 For the purpose of any subsequent proceeding the mediation shall be regarded as a without prejudice conference and nothing said or done during the course of the mediation may be given in evidence in any proceedings and no documents created for the purpose of the mediation may be tendered in evidence or required to be produced in any proceedings.



4.0 PAYMENT

- 4.1** The parties agree to pay the mediator fees at the rate of \$.....
- 4.1.1** Plus any reasonable out of pocket expenses actually incurred (within 7 days of the account being rendered)
- 4.2** If requested by the mediator, the parties agree to lodge a reasonable amount in advance with the mediator to meet the mediator's anticipated fees and expenses.
- 4.3** Each party agrees to bear equally the mediator's fees and expenses unless otherwise agreed.

5.0 ACKNOWLEDGEMENT

- 5.1** The mediator acknowledges that he has disclosed to the best of his or her knowledge the facts of which he or she is aware as to any prior relationship of the mediator with a party or with business associates of a party.
- 5.2** The parties acknowledge that the mediator or the firm of which the mediator is a member may have provided legal advice (other than in relation to the dispute) to a party or to business associates of a party and agree that the mediator may nevertheless conduct the mediation.

6.0 EXCLUSION OF LIABILITY AND INDEMNITY

- 6.1** The mediator is not liable for any damage suffered (directly or indirectly) by any party arising in any way out of an act done or omitted to be done (including but not limited to, acts negligently done or omitted to be done) by the mediator in the performance of the mediator's obligations under the Agreement, but is liable for:
- a)** Breach of any positive obligations imposed on him or her by the express terms of the Agreement, and
 - b)** Fraud in respect of anything done or omitted to be done in the capacity of mediator
- 6.2** The parties jointly and each of them severally indemnify the mediator against all claims arising out of or in any way referable to any act done or omitted to be done by the mediator in the performance of the mediator's obligations under this Agreement.



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7.0 RESTRAINTS UPON THE MEDIATOR

7.1 The mediator will not accept appointment as an arbitrator in or act as a solicitor for or provide advice to a party in relation to the dispute.

7.2 Where one or more of the parties to the mediation are legally represented, the mediator undertakes to refrain from acting for any party to the mediation in a legal capacity of whatsoever nature (without the written consent of the legal representative involved) for a period of two years from the date of this Agreement.

Signed:

Date: (Member 1)

Signed:

Date: (Member 2)

Signed:

Date: (Member 3)