



MEDIATION AGREEMENT

1. PARTIES

This Mediation Agreement is entered into between:

Party 1: _____

Party 2: _____

(Hereinafter collectively referred to as “the Parties”)

2. MEDIATOR

The Parties appoint:

Mediator: _____

An independent and accredited mediator, who agrees to facilitate the mediation in accordance with applicable South African mediation directives and ethical standards.

3. PURPOSE OF MEDIATION

The Parties agree to attempt to resolve their dispute through mediation in good faith, with the assistance of the Mediator, prior to or during litigation, in accordance with the applicable Practice Directive.

4. VOLUNTARY PARTICIPATION

- 4.1 Participation in mediation is voluntary.
- 4.2 Any Party may withdraw from the mediation at any time upon written notice to the Mediator and the other Party.

5. MEDIATOR'S ROLE

- 5.1 The Mediator shall act as an impartial facilitator.
- 5.2 The Mediator shall not make decisions or impose outcomes on the Parties.
- 5.3 The Mediator may conduct joint sessions and private caucuses.
- 5.4 The Mediator may make non-binding recommendations if requested by the Parties.

6. GOOD FAITH

- 6.1 The Parties agree to participate in the mediation process in good faith.
- 6.2 The Parties undertake to make a genuine effort to resolve the dispute.

7. CONFIDENTIALITY

- 7.1 All communications, whether oral or written, made during the mediation are confidential and without prejudice.
- 7.2 Such communications shall not be disclosed or admissible in any court or tribunal, unless:
 - Required by law;
 - The information reveals a threat of harm; or
 - The Parties agree in writing.
- 7.3 The Mediator shall not be called as a witness in any proceedings relating to the dispute.

8. DISCLOSURE

- 8.1 The Parties agree to make full and frank disclosure of all relevant information necessary for the mediation.
- 8.2 The Mediator is entitled to rely on the accuracy of the information provided.

9. LEGAL REPRESENTATION

- 9.1 Each Party may be represented by a legal practitioner.
- 9.2 The Parties confirm that they have been advised of their right to obtain independent legal advice before signing any settlement agreement.

10. COSTS

- 10.1 The Mediator's fees shall be charged at a rate of **R2000.00 (Two Thousand Rand) per hour**.
- 10.2 Unless otherwise agreed in writing, the Parties shall share the Mediator's fees equally.
- 10.3 The Mediator may require a deposit prior to the commencement of the mediation.
- 10.4 Each Party shall bear their own legal costs.

11. CANCELLATION AND POSTPONEMENT

- 11.1 Should any Party cancel or request postponement of a scheduled mediation session with less than **48 hours' notice**, that Party shall be liable for **2 hours of the Mediator's fees**.
- 11.2 Cancellations made with more than 48 hours' notice will not attract a cancellation fee.
- 11.3 If both Parties agree to postpone the mediation and provide at least 48 hours' notice, no cancellation fee shall be payable.
- 11.4 The Mediator reserves the right to reschedule the mediation in the event of unforeseen circumstances, in which case no cancellation fee shall apply.

12. SETTLEMENT AGREEMENT

- 12.1 Any agreement reached shall be recorded in writing and signed by the Parties.
- 12.2 The settlement agreement may be made an order of court where applicable.

13. COURT-ANNEXED MEDIATION COMPLIANCE

- 13.1 This mediation is conducted in compliance with applicable Practice Directives governing mediation in South Africa.
- 13.2 Where required, the Mediator shall issue a report indicating:
- Whether mediation was successful;
 - Whether the Parties participated in good faith; and
 - Any other information required by the Directive (excluding confidential content).

14. TERMINATION

The mediation shall terminate upon:

- Settlement being reached;
- Written declaration by the Mediator that further efforts are unlikely to resolve the dispute; or
- Withdrawal by any Party.

15. LIMITATION OF LIABILITY

The Mediator shall not be liable for any act or omission in the course of the mediation, unless such act constitutes gross negligence or wilful misconduct.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the Republic of South Africa.

17. CONFIRMATION OF UNDERSTANDING

The Parties confirm that:

- They understand the mediation process;
- They enter into this agreement freely and voluntarily; and
- They agree to be bound by its terms.

18. SIGNATURES

Signed at _____ on this _____ day of _____ 20____

Party 1: _____

Party 2: _____

Mediator: _____