



# UKCS Mediation Scheme provided by CEDR for the OGA Declaration Form and Mediation Agreement

## What do I need to know?

- Both Parties must complete the relevant sections of this form within the timescales set out.
- CEDR, who administers the scheme for the Oil & Gas Authority (the “OGA”), is an independent organisation providing mediation and other ADR processes to businesses, consumers, central and local government and trade bodies.
- The fee per party is payable prior to the Mediation.

## How to apply?

- Each Party to complete the relevant sections of this form and send to CEDR at [adr@cedr.com](mailto:adr@cedr.com), quoting reference UKCS Mediation **within 10 working days of referral by the OGA**. Each Party to Complete Part I and the Complainant to complete Part II and the Respondent Part III.
- Ensure you have read the Mediation Agreement set out in Part IV. By submitting this Declaration Form, you confirm your consent to mediate under this Mediation Agreement and accept the terms of the Mediation Agreement set out in Part IV.
- Once received from the Parties, CEDR will contact both Parties with mediator names and further information.

## PART I

### 1. The Parties to this Mediation

Party A /  
Complainant  
and

Party B /  
Respondent(s)  
and

CEDR of 70 Fleet Street, London EC4Y 1EU

and

The Mediator provided by CEDR



## 2. Agreed Mediation date

Please specify the date or dates on which you are available to mediate in order of preference. Dates provided should be within 35 working days of referral to CEDR.

## PART II - To be completed by or on behalf of the Complainant

### 3. Party A / Complainant

Organisation:

Full name:

Street Address:

Town:  County:

Postcode:

Contact Tel:

E-mail address:

#### 4. Party A / Complainant Representation (if applicable)

Full name:

Firm name:

E-mail address:

Tel:

#### 5. Issues in dispute

Please provide (in brief) a summary of your position including any financial claim. Further information may be forwarded to the Mediator on appointment.

#### 6. Party A / Complainant - Agreement to proceed

The Mediation Agreement set out in Part IV.

You should read the Mediation Agreement carefully before sending this Declaration Form to CEDR. If you do not understand any point please contact [adr@cedr.com](mailto:adr@cedr.com) or call Tel: (0)207 536 6060, quoting reference UKCS Mediation, for further information.

By submitting the Declaration Form to CEDR: (a) you agree that you have the authority to represent the Complainant; (b) you agree, on behalf of the Complainant, to mediation of the dispute; and (c) you agree, on behalf of the Complainant, to the Mediation Agreement, as set out in Part IV.



**PART III - To be completed by or on behalf of the Respondent**

**7. Party B / Respondent**

Organisation:

Full name:

Street Address:

Town:  County:

Postcode:

Contact Tel:

E-mail address:

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**8. Party B / Respondent Representation (if applicable)**

Full name:

Firm name:

E-mail address:

Tel:

## 9. Issues in dispute

Please provide (in brief) a summary of your position including any financial claim. Further information can be forwarded to the Mediator on appointment.

## 10. Party B / Respondent - Agreement to proceed

The Mediation Agreement set out in Part IV.

You should read the Mediation Agreement carefully before sending this Declaration Form to CEDR. If you do not understand any point please contact [adr@cedr.com](mailto:adr@cedr.com) or call Tel: (0)207 536 6060, quoting reference UKCS Mediation, for further information.

By submitting the Declaration Form to CEDR: (a) you agree that you have the authority to represent the Respondent; (b) you agree, on behalf of the Respondent, to mediation of the dispute; and (c) you agree, on behalf of the Respondent, to the Mediation Agreement, as set out in Part IV.

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## PART IV

### Mediation Agreement

IT IS AGREED THAT:

#### Choice of Mediator

1. The mediator selection process is as follows:
  - a. Following receipt of this completed Declaration Form, CEDR will (within 10 working days) send to the Complainant and the Respondent a list of three mediators who have cleared conflict checks from the UKCS Mediation Scheme Panel. The Parties should seek to agree a mediator from this list within five working days.

- b. If the Parties cannot agree on the appointment of one name from the list of three mediators, they will be asked to rank the names in order of preference and CEDR will select the Mediator with the highest collective rank between the Parties.
  - c. Should both Parties object to the CEDR appointed Mediator, CEDR will appoint an alternate mediator from the UKCS Mediation Scheme Panel.
  - d. If the Parties do not proceed with the alternate CEDR appointed Mediator, then the Mediation will not proceed.
2. Grounds for objection to a mediator by the Parties are restricted to reasonable conflict of interest; or, previous direct experience by a Party of the named Mediator.

**Effect of Confirmation**

- 3. The contract for the Mediation will come into existence between the Complainant, the Respondent (together the “Parties”), the Mediator(s) and CEDR as at the time when CEDR sends to the Parties and Mediator an email confirming the Mediation is booked which will set out the details provided in Parts I-III of this form, the date and venue of the Mediation, and the Mediator (the “Confirmation”).
- 4. In the event that CEDR cannot arrange a Mediation on a reasonable date agreed by the Parties for any reason, the contract will not come into existence. The case will be referred back to the OGA.

**Fees**

- 5. The UKCS Mediation Scheme fixed fee is as follows:

Number of Parties	Fee per Party	Fee for Additional Hours (per party)
Two	£2,500 + VAT	£200 +VAT
Three	£2,125+ VAT	£170 +VAT
Four or more	To be agreed	To be agreed.

The fee per party covers a seven hour mediation day plus five hours of preparation. Any additional work performed by the Mediator will be charged at the fee for additional hours set out above.

- 6. In the event that the payment is not received from all Parties within the required time set out in the Confirmation, then CEDR will release the booking and the Mediator will be available to accept other assignments.
- 7. The Parties will reimburse the Mediator at cost for all reasonable expenses up to a maximum of £250 per party without prior approval. All expenses in excess of £250 will be reimbursed in equal shares if approved by the Parties in writing in advance.
- 8. The cost of the Mediation venue and any incidentals required for the Mediation day are not included in the Mediator’s fees or expenses.



## Payment Terms

9. Parties agree to share equally all fees and expenses unless otherwise expressly agreed between them.
10. The Parties are required to make a payment on account for the amount set out in the Confirmation, at least 10 working days in advance of the scheduled Mediation. If the Mediation is to take place less than 10 working days from the date of the Confirmation, then the payment on account must be made within 24 hours of the Confirmation being sent. The payment on account will be calculated by reference to the Fee per party set out in the table in clause 5 above. fixed fee plus any additional estimated preparation time.
11. Failure to pay the payment on account in accordance with clause 10 above, may result in CEDR releasing the booking and the Mediator taking other assignments for that date.
12. CEDR may agree to proceed without a payment on account if the dispute is funded by insurance or otherwise, subject to verification.
13. Following the Mediation, the Parties will be invoiced for any additional fees and/or expenses that have been incurred over and above that covered by the initial payment on account at the rate set out in the Confirmation. Payment terms of 30 days shall apply.
14. Any surplus funds held by CEDR on account will be refunded within 30 days of the Mediation's conclusion.
15. All fees quoted are exclusive of VAT which will apply at the prevailing rate.

## The Mediation

16. The Complainant and the Respondent agree to attempt in good faith to settle their dispute at the Mediation. The Mediator agrees to conduct and the Complainant the Respondent agree to participate in the Mediation in accordance with the Mediation Agreement set out in this Declaration Form and consistent with the current version of the [CEDR Code of Conduct for Third Party Neutrals](#).

## Authority and status

17. The person agreeing to the Mediation and this Mediation Agreement on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party's behalf at the Mediation to observe this Mediation Agreement, and also having authority to bind that Party to the terms of any settlement.

## Confidentiality and without prejudice status

18. Every person involved in the Mediation:
  - a. will keep confidential all information arising out of or in connection with the Mediation, including the terms of any settlement, unless otherwise agreed by the Parties in writing but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or to notify the Oil and Gas Authority, their insurers, insurance brokers and/or accountants; and

- b. acknowledges that all such information passing between the Parties, the Mediator and/or CEDR, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.
19. Where a Party privately discloses to the Mediator or CEDR any information in confidence before, during or after the Mediation, the Mediator or CEDR will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless required by law to make disclosure. The Parties agree, however, that the Mediator may disclose such information to CEDR provided that such disclosure is made by the Mediator and received by CEDR in confidence.

## Liability

20. Nothing in the Mediation Agreement shall have the effect of excluding or limiting any liability which cannot be excluded or limited in law.
21. The Complainant and the Respondent each agree that CEDR:
- (a) assumes no responsibility for the conduct of the Mediation by the Mediator(s) nor the outcome of the Mediation, including any professional judgments contained therein, and CEDR shall not be liable for loss or damage that may arise from the conduct of the Mediation or the outcome of the Mediation;
  - (b) Is not liable for any claim in relation to the suitability of the appointment of any Mediator(s); and
  - (c) excludes, to the maximum extent permitted by law, all representations, warranties, conditions and other terms (including the conditions implied by law and the use of reasonable care and skill which, but for this clause 21, might have effect in relation to the Mediation Agreement) in respect of the Mediator(s), the Mediation and the outcome of the Mediation.
22. Subject to the Mediation Agreement, in no circumstances shall CEDR be liable to any other party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising or whatever the cause thereof, for:
- (a) any loss of profit;
  - (b) loss of business;
  - (c) loss of reputation;
  - (d) loss of contracts;
  - (e) loss of revenues or anticipated savings; or
  - (f) any special, indirect or consequential damage of any nature.



23. The Parties understand that the Mediator and CEDR do not give legal advice and agree that they will not make any claim against the Mediator or CEDR in connection with this Mediation. The Parties will not make an application to call the Mediator or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising out of or in connection with their dispute and the Mediation; nor will the Mediator nor any CEDR employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any Party does make such an application (as listed above), that Party will fully indemnify the Mediator or the employee or consultant of CEDR in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the Mediator's standard hourly rate for the Mediator's time spent in resisting and/or responding to such an application.
24. Subject to the Mediation Agreement, CEDR's total liability to the other Parties in respect of all losses, costs, claims or expenses arising under or in connection with the Mediation Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the total booking fee paid by the Complainant and the Respondent to CEDR under or pursuant to the Mediation Agreement. This clause 24 shall not limit the Complainant and/or the Respondent obligation to pay the booking fee or any other Mediation fees.

### **Settlement formalities**

25. No terms of settlement reached at the Mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties.
26. If settlement is reached, the Parties will agree what is recorded for disclosure to the OGA.
27. If no or partial settlement is reached, the Parties will agree what outstanding issues are recorded for disclosure to the OGA.

### **Legal status and effect of the Mediation**

28. The terms in the Mediation Agreement are governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with the Mediation Agreement and the Mediation.
29. The referral of the dispute to the Mediation does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if their dispute does not settle through the Mediation, the Parties' right to a fair trial remains unaffected.



**PART V**

Signed for  
Party A:

By (print name  
and position):

On behalf of:

Date

Signed for  
Party B:

By (print name  
and position):

On behalf of:

Date

CEDR:

Date

Mediator:

Date

