

Agreement to mediate

Please read this agreement carefully before signing it, as it sets out how the mediation process will work for you both. By signing this document, you are making an informed decision to engage with the process willingly, and to the terms of this agreement.

An authorised party may sign this agreement this may be an agent on behalf of a landlord or someone with authority to act on behalf of a tenant.

Voluntary mediation

1. You are voluntarily choosing to take part because you want to resolve issues currently in dispute and avoid the lengthy court process, if possible.
2. You have the right to end the mediation at any time and we will respect your final decision. However, we hope you would be willing to explain your reasons, in case they can be addressed and resolved.
3. Mediators also have the right to end the mediation where it would not be in the best interests of the parties to continue.

Mediators

4. Mediators work equally with everybody, remaining impartial, and are there to support and advise only. We do not make judgements or express opinions about who may be right or wrong, and we do not take sides

5. We cannot act as mediators if we have prior knowledge of the situation through any previous involvement as solicitor, counsellor or in any other professional role. Although we may have other qualifications, in this context we act only as mediators
6. Mediators may provide legal, financial and other information and guidance to help you understand your responsibilities and the options available to you but we do not provide legal advice.

You make the decisions

7. While the mediators remain in control of the process, and are there to help you to explore options, make proposals and hopefully reach agreements which meet the needs of all concerned, you are responsible for any choices and decisions made

Landlords, tenants and mediation

8. Sometimes, a landlord or tenant may need additional support to present their views to the others taking part in mediation. The mediator may offer this support to make sure there is equal participation but, if he or she does this, is not taking sides.

Confidentiality

9. Please see clauses 16-20 of our terms and conditions in relation to confidentiality requirements between the mediator and the parties.

Evidence

10. When there are financial issues needing settlement, such as rent, we may ask you both to provide complete and accurate disclosure on the amount. You will be asked to sign and date a statement confirming that you have made full disclosure; if it later emerges that full disclosure has not been made, any agreement based on incomplete information can be set aside and the issues re-opened.

Other evidence

11. Any financial information is provided on an 'open' basis, which means that it is available to your legal advisers and can be referred to in court, either in support of an application made with your joint consent or in contested proceedings.

This avoids the information having to be provided twice.

What if I want to complain?

12. In the event you are unhappy with the mediator's service, you have the right to complain but please take into consideration clause 28 of our terms and conditions related to exclusion of liability.

13. Process for complaining - any concern you may have as to our practice should be raised with us in the first instance. We will hope to resolve your concerns, to your satisfaction, internally and informally in line with our complaints policy.

We have read and fully understood the above

Landlord signature

Date

Landlord name

Date

(Lead) Tenant signature

Date

Lead) Tenant name

Date

Mediator signature

Date

Mediator name

Date

PRS Mediation Service reference