

Form M14: Agreement to Mediate

[Sub-paragraph 14.2]

The Eastern Caribbean Supreme Court

In the High Court of Justice

[State/Territory]

Claim (Where applicable):

Between

A.B. Claimant / Party A

and

C.D. Defendant / Party B

AGREEMENT TO MEDIATE

A.B. _____ and C.D. _____

agree to participate in mediation to resolve the following issues:

We also agree to the following:

1. Information

We shall provide full accurate disclosure to the other party of all information that the Mediator and/or the other party requests if the Mediator finds disclosure is pertinent to the mediation process and may aid in reaching agreement.

2. Confidentiality

We agree to abide by the Confidentiality Agreement set out in Form M6 of the Practice Direction on Court-Connected Mediation (PD No. 6 of 2020).

3. Mediator Duty

We understand and agree that the Mediator does not represent any of the parties. The Mediator has no duty to provide advice or information to either party or to assure that we understand the consequences of our actions. The Mediator's function is to promote and facilitate voluntary resolution of the matter and the Mediator has no responsibility regarding the fairness or legality of the resolution.

4. Waiver of Rights

By participation in court-connected mediation we, the parties, thereby waive our rights to make any claim, against the Mediator for any matter reasonably connected with or in relation to the:

- (a) dispute between the parties;
- (b) mediation; and
- (c) services provided by the Mediator.

5. Evaluation of Mediation Session

We agree that upon completion of the mediation session and before leaving the Mediation Office, we shall complete the Evaluation Form for Litigants in Form M11 and ask that our Legal Practitioners (when in

attendance) complete the Evaluation Form for Legal Practitioners in Form M12, and accept that there may be sanctions for failure to do so.

6. Execution of Agreement to Mediate

We also agree that this Agreement when signed in counterparts shall be as binding and effectual as one in respect of which all parties have signed as a single document.

Delivery of an electronically scanned executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart of this Agreement.

Any party delivering an executed counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

Dated: -----

Mediator: -----

Parties' names and addresses:

Representatives' names and addresses:

Party A _____

Rep. A _____

Party B _____

Rep. B _____
