

## Declaration of confidentiality

**As I am attending the Mediation taking place under the provisions of the Agreement to Mediate signed by the parties on [                      ], I agree to be personally bound by the following clauses on confidentiality and exclusion of Liability**

*Unless otherwise agreed in writing by the Parties or their respective advisers, they shall maintain and respect the confidentiality of any and all information of any nature made or produced for, or arising in connection with, the Mediation.*

*The confidentiality provisions in the Agreement are however subject to the following exceptions:*

- (a) Confidentiality does not apply insofar as any Party needs to disclose any such statements and matters in order to comply with any statutory obligation or obtain professional advice.*
- (b) Without prejudice to the generality of the above, the mediator has an absolute obligation under the Proceeds of Crime Act 2002 to report to the National Crime Intelligence Service any knowledge or suspicion relating to the involvement of the proceeds of crime (including tax evasion) and is precluded by law from informing the Parties of his intention to do so.*
- (c) The attendees agree that the Mediator is authorised to disclose, information relating to abuse and neglect disclosed during the mediation, to the appropriate authorities.*
- (d) The parties agree that they can provide information about the mediation to the evaluation team.*
- (e) The evaluation team is able to use information relating to the mediation for the purposes of the evaluation and any related research, provided that any information disclosed is anonymous.*

*The following information is NOT confidential save that any information about these matters can only be disclosed in a way so as not to breach any transparency order made by the Court of Protection:*

- a. the fact that the parties have agreed that a mediation should take place,*
- b. the fact that the mediation has taken place,*
- c. whether a settlement was agreed or not,*
- d. the terms of any settlement.*

*The following information IS confidential and so cannot be referred to in any court proceedings unless the parties agree in writing that it can be referred to:*

- e. All documents, submissions and statements made or produced for the purposes of the mediation whether oral or written.*
- f. What happens at the mediation.*
- g. What is said by any party at the mediation.*

*The Mediator shall not be liable to any of the attendees for any act or omission (whether negligent or otherwise) in the performance of his obligations under this agreement provided that this clause shall not relieve the Mediator from any liability for fraud or wilful misconduct. This agreement may be produced and relied upon by the Mediator as a defence to any claim arising out of the mediation made against the Mediator.*

*That the attendees will not have access to the Mediator's notes nor may they call the Mediator as a witness nor require the Mediator to produce documents, in any arbitral, judicial or other proceeding in respect of the Dispute;*

**I also confirm that I have seen a copy of any transparency order issued by the Court and that I understand the terms of that order.**

**NAME, TITLE, ROLE**

**SIGNATURE**

**NAME, TITLE, ROLE**

**SIGNATURE**

**NAME, TITLE, ROLE**

**SIGNATURE**

**NAME**  
**SIGNATURE**

**&**

**ADDRESS**

Signed by the **Mediator**:

.....

Signature