**NOTES TO ASG 8**

**ASG MEDIATION AGREEMENT**

1. ASG member firms all have an established reputation in the field of Admiralty Law and within these firms there are a number of very experienced and highly regarded Admiralty practitioners and mediators. The ASG is therefore well placed to appoint an appropriate mediator suitable for all types of Admiralty disputes.
2. The Mediation Agreement should be signed by all the parties to the mediation and is a contract between the parties and the mediator. It is not intended to be a contract with the ASG.
3. The parties should attempt to jointly agree a mediator but in the event a suitable mediator cannot be agreed they may apply to the Chairman or the Secretary of the ASG to suggest a suitable mediator
4. The parties may wish to put the matter to mediation early in the proceedings but may agree to mediation at any point.
5. The parties attention is drawn the private and confidential nature of the mediation as set out in the Mediation Agreement. Until settlement is agreed and reflected in a signed settlement agreement it is not a binding process.
6. Unless agreed otherwise any settlement agreement shall be subject to English law and jurisdiction.
7. The default position on the costs of the mediation is reflected in clause 4 stipulating that the Mediator’s fees and expenses are to be shared equally between the parties and do not form part of the recoverable costs of the proceedings. This default position may be varied by agreement between the parties.
8. The mediation costs are set out at clause 22 but may be varied from time to time by the mediator or to reflect the complexity of the matter. The mediator shall advise the parties if this is the case.
9. The parties’ attention is drawn to the cancellation requirements at clause 23.

01/11/17