



# ***Mediation Rules***

## ***No.128***

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**GAFTA**  
**THE GRAIN AND FEED TRADE ASSOCIATION**  
**9 LINCOLN'S INN FIELDS, LONDON WC2A 3BP**  
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## **MEDIATION RULES NO. 128**

### **1. GENERAL**

Upon receipt by GAFTA of the parties' written agreement to refer their dispute and/or differences to mediation, the Association shall appoint a GAFTA Qualified Mediator.

### **2. PLACE OF MEDIATION**

Mediation shall take place at GAFTA's offices or such place, as the parties shall agree.

### **3. APPOINTMENT OF MEDIATOR**

**3:1** GAFTA shall notify the Mediator, and the Parties, of his/her appointment.

**3:2** A Mediator shall not be interested in the transaction nor directly interested as a member of a company or firm named as a party to the mediation, nor financially retained by any such company or firm, nor a member of nor financially retained by any company or firm financially associated with any party to the mediation

**3:3** If the Mediator dies, or refuses to act, or becomes incapable of acting, or fails to proceed with the mediation, or is found to be ineligible, GAFTA shall forthwith appoint a substitute.

### **4. PROCEDURE**

**4:1** The Mediator will be responsible for progressing the mediation, which shall be completed no later than 45 days, or by such extended period as the parties may agree, from the date of receipt of the on account payment by the Association

**4:2** The parties agree to commence the mediation session with all parties present, and by each party submitting 5 days in advance, a succinct opening statement in writing, summarising their position with regard to the dispute in question.

**4:3** The parties agree that their representatives at the mediation session will be authorised to commit and bind that party to any agreement that may result from the mediation session.

**4:4** The parties may expressly agree that they may engage legal representatives (i.e. solicitors, and/or a barrister or other legally qualified advocate) to assist them in the mediation session.

**4:5** Where there is no such express agreement between the parties they are nevertheless free to engage legal representatives to assist them, but such representatives will not be allowed to be present at the mediation session.

**4:6** The Mediator may at his sole discretion meet with either or both parties separately if and when he decides that private meetings are appropriate.

**4:7** Any information made available to the Mediator in a private session shall be treated in strict confidence, and will only be disclosed if it is information that is already in the public domain, or, if the Mediator is expressly permitted to disclose that information to the other party.

**4:8** The whole of the mediation session is held on a without prejudice basis and is therefore without prejudice to the rights of either party. All and any information, statements, documentation or material exchanged, made available or disclosed in any form within the mediation session by either party shall remain private and confidential and be exchanged, made available or disclosed for the use of that mediation process only and shall not prejudice the rights of either party if the mediation process fails. Accordingly, on the termination of the mediation all such information, statements, documentation and materials shall be returned to the originating party unless otherwise agreed in writing.

**4:9** The Mediator shall cause the fact that the Mediation has failed to be entered on the record by date and time at GAFTA. It is then up to the Claimant to resolve the dispute by completing the arbitration if already claimed or, if the arbitration has not yet been claimed, to claim arbitration in accordance with the GAFTA Arbitration Rules. However, where under the GAFTA Arbitration Rules the period left for claiming arbitration is 14 days or less, arbitration can be claimed within 14 days from the date the mediator has caused the fact that the mediation failed to be entered on the record by date and time at GAFTA.

## **5. COSTS, FEES AND EXPENSES**

**5:1** The costs and fees for the mediation shall be laid down by the Council from time to time, and will be published by GAFTA.

**5:2** With the notification of the appointment of the Mediator, the Association will call on each party to deposit such sums as GAFTA may require on account of the costs, fees and expenses of the mediation.

**5:3** If the parties agree to hold the mediation at a place other than London, GAFTA shall subsequently call for additional deposits as may be required from time to time.

## **6. AGREEMENT RESULTING FROM MEDIATION**

At the conclusion of the Mediation session, the Mediator will draw up the Parties' settlement agreement in writing, which will be signed by the parties. A copy of the agreement will be lodged with GAFTA by the Mediator.

*All correspondence to be given under these Rules shall be given by letter, telex, telegram or by facsimile or by other method of rapid written communication.*

*References to the masculine include references to the feminine and also to companies, corporations or other legal persons.*

**Effective for contracts dated from 1<sup>st</sup> June 2014**

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# MEDIATION AGREEMENT

To: **The Grain & Feed Trade Association,  
9 Lincoln's Inn Fields,  
LONDON WC2A 3BP**

**Telephone: + 44 20 7814 9666  
Facsimile: + 44 20 7814 8383  
E-mail: post@gafta.com**

## CLAIMANTS:

Name .....

Address.....

Telephone..... Facsimile.....

Telex ..... E-mail.....

## RESPONDENTS:

Name .....

Address.....

Telephone..... Facsimile.....

Telex ..... E-mail.....

With regard to their dispute arising out of: -

Contract dated.....

Tonnage Commodity.....

incorporating the terms and conditions of the Grain & Feed Trade Association, (GAFTA) standard contract

form..... and/or GAFTA Arbitration Rules form No. 125, or 127, the Parties hereby agree to refer the same to mediation and hereby apply to the Association for the appointment of a mediator for resolution in accordance with the GAFTA Mediation Rules No.128.

The Parties agree that the arbitration will be stayed for a period of 45 days from the date when GAFTA receives payment on account of the costs, fees and expenses of the mediation.

Should the mediation not result in a settlement agreement within this period of 45 days or such extended period as the Parties may agree before the mediator, it is up to the Claimant, after the Mediator has declared that the mediation failed within such period, to resolve the dispute by completing the arbitration if already claimed, or if arbitration has not yet been claimed to claim arbitration within 14 days, in accordance with the GAFTA Arbitration Rules.

Signatures:

Sellers.....

Buyers.....

Dated .....

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