



## **Protocol of mediation**

(Conform the usage in matters of mediation and as prescribed by article 1731 of the Judiciary code)

### **In the presence of:**

Mrs. Isabelle VAN REGEMOORTER, **authorized mediator**, 74, Rue de Champles, 1301 Bierges (GSM. 0474/324.128 – [ivr@business-assistance.be](mailto:ivr@business-assistance.be))

### **Between:**

Company name: .....

Head Office: .....

.....

Tel.: .....

Fax.: .....

E-mail: .....

N° V.A.T.: .....

Validly represented by:

.....

Function: .....

Counsel: .....

### **And:**

Company name: .....

Head Office: .....

.....

Tel.: .....

Fax.: .....

E-mail: .....

N° V.A.T.: .....

Validly represented by:

.....

Function: .....

Counsel: .....



**Brief description of the dispute:**

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**The following has been established:**

We accept resorting to mediation to resolve our dispute.

We accept that the discussion is held in a climate of **cooperation and mutual respect** in order to seek solutions that will not be designed to the detriment of the other.

We consent to the **voluntary** nature of the process, knowing that either party may withdraw and terminate the mediation process unilaterally at its discretion.

All procedures (except those of a purely protective nature) will be **suspended** until an agreement is reached or the parties or the mediator have declared an end to the mediation process.

We accept that the mediator **cannot be called to testify in court** regarding any proceedings related to the mediation.

We accept that the content of our meetings is **confidential** and can never be used as evidence or proof in court.

We are notified of the need to consult experts to obtain legal, tax, accounting or other required information to pursue mediation.

We know that the draft agreement that will be drafted at the end of mediation should, in some cases that the mediator has explained to us, be **followed** by legal proceedings.

We will each pay equally (or any in any other agreed upon distribution) the **fees and costs** of the mediator. The fees are determined based on an hourly rate of **€ 125,00 excluding VAT** for all actions and all work before, during or after the mediation meeting (including drafting the text of the final agreement).

Added to these costs are the expenses. The costs of typing are set at € 10,00 per page, travel expenses at € 0,50 per kilometer.



The mediator may suspend or terminate the mediation process if one party does not fulfill its responsibility to pay the expenses and fees.

Any meeting which has not been canceled at least 24 hours in advance will be charged.

Signed at ..... in ..... Copies, each party and the mediator recognizing that they have received their own, ..... (Date).

VAN REGEMOORTER, Isabelle

Authorized Mediator