

**MEDIATION RULES OF THE
LUSAKA INTERNATIONAL ARBITRATION CENTRE**



Lusaka International Arbitration Centre

LIAC MEDIATION RULES
1ST EDITION, 5TH APRIL 2024

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Preamble

These LIAC Mediation Rules ('the Rules'), entered into force on 5th April 2024, are the first edition of such rules. These Rules govern mediation matters referred to LIAC from its founding on 5th April 2024 onwards, unless and until any further edition of the Mediation Rules is adopted by the LIAC.

INTRODUCTORY RULES AND COMMENCEMENT OF MEDIATION**Rule 1: Scope of application**

1. Where parties have agreed, or by court order have been directed, that any disputes or differences between them, whether contractual or not, shall be referred to Mediation under the LIAC Mediation Rules ('the Rules') then such disputes shall be mediated in accordance with these Rules, or such amended rules as the LIAC may have adopted as of the date of filing a request for Mediation, subject to such modification as the parties may agree.
2. The parties may at any time agree in writing, as between them, to modify the provisions of the Rules. Any agreement to modify the provisions made after a Mediator is appointed shall be subject to the approval of the Mediator also in writing.
3. All communications with and applications to the LIAC under these Rules shall be in English. The LIAC may request from the parties a translation of any document written in a language other than English, where such a document is required for the LIAC to fulfil its mandate under these Rules.
4. Where a Mediation is determined by LIAC to be an urgent mediation, which must be conducted within 5 days:
 - a) Any provision of the Rules which requires or provides for an act to be done within a certain number of days shall not apply;
 - b) Instead, that act shall be done within the time as specified by LIAC in relation to that Mediation, failing which LIAC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to that Mediation;
 - c) The Mediation shall be conducted on such date as fixed by LIAC, failing which LIAC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to that Mediation.
5. Where any provision of these Rules is in conflict with a provision of the law applicable to the mediation from which the parties cannot derogate, including any applicable instrument or court order, that provision of law shall prevail.
6. The annexes to these Rules form part of the Rules.

7. In these Rules, unless the context otherwise requires;
- a) words and expressions importing the singular shall include the plural, and vice-versa;
 - b) words and expressions importing any gender shall include all other genders;
 - c) words and expressions importing a person shall include a natural person, a firm, company, corporation and any incorporated or unincorporated entity;
 - d) a reference to an Annex is to an annex to these Rules;
 - e) a reference to these Rules includes the Annexes;
 - f) a reference to Specific Rules includes their annexes, if any;
 - g) a reference to “days” is to working days, unless otherwise stated;
 - h) a “working day” means a day which is not a Saturday, Sunday or public holiday in Zambia;
 - i) a reference to the “Fee Schedule” is to the Fee Schedule set out in Annex B;
 - j) a reference to “Filing Fee” is to the non-refundable filing fee provided in the Fee Schedule;
 - k) a reference to “Mediation Fee” is to the Mediation Fee provided in the Fee Schedule;
 - l) a reference to “Additional Charges” is to the additional charges as defined and prescribed in the Fee Schedule;
 - m) a reference to the “Code of Conduct” is to the Code of Conduct set out in Annex C;
 - n) in relation to a Mediation:

- (i) **“Parties”** means the parties participating or who have agreed to participate in that Mediation, and **“Party”** means any such party;
 - (ii) **“Mediator”** means the Mediator who is or will be conducting that Mediation;
 - (iii) **“Party-Selected Mediator”** means the Mediator who has been selected by the Parties themselves to conduct that Mediation;
 - (iv) **“Mediation Date”** means the date fixed by LIAC for the conduct of that Mediation;
 - (v) **“Agreement to Mediate”** means an agreement to mediate, such agreement being in the form set out in Annex D;
 - (vi) **“Case Summary”**, in relation to any Party, means a summary of that Party’s case provided by that Party to the Mediator, the other Party and LIAC prior to the Mediation Date;
 - (vii) **“Mediation Documents”** means copies of the documents referred to in the Case Summary;
- o) a reference to a **“Mediation Session”** is to a meeting which is, or is to be, convened for the purpose of conducting a mediation;
 - p) a reference to a **“meeting”** includes a meeting convened in-person, virtually or online, whether with real-time or asynchronously-timed and verbal or written communication, in any physical premises or on any video conferencing platform, as well as a meeting which is a combination of any or more of these features;
8. Where a document is to be submitted by a Party to LIAC under the Rules, that document may be submitted by electronic means.

Rule 2: Request for Mediation

- 1. A Party requesting for or initiating a Mediation (**“Requesting Party”**) shall submit to LIAC a duly completed and signed Request for Mediation in the form set out in Annex A (**“Request”**).

2. The Requesting Party shall state in the Request:
 - a) the names of all of the parties (including the Requesting Party) who are to participate in the Mediation (“Identified Parties”, each an “Identified Party”);
 - b) whether all of the Identified Parties have agreed to participate in the Mediation; and
 - c) the name of the Identified Party who has not (or not yet) agreed to participate in the Mediation, if any (“Unconfirmed Party”).
3. Where an Unconfirmed Party is identified in the Request, Rules 2.4 and 2.5 shall apply.
4. During the period of 7 days from the date of receipt by LIAC of the Filing Fee from the Requesting Party pursuant to Rule 3 (“Filing Fee Receipt Date”), LIAC shall communicate with the Unconfirmed Party (if any) and seek to obtain his/her agreement to participate in the Mediation.
5. If, at the expiry of the period of 7 days from the Receipt Date, the Unconfirmed Party has not agreed to participate in the Mediation, then:
 - a) if there is another Identified Party, apart from the Requesting Party, who has agreed to participate in the Mediation (“Remaining Identified Party”), the Mediation may proceed between the Remaining Identified Party and the Requesting Party. This is provided that the Remaining Identified Party and the Requesting Party shall, within 14 days from the Receipt Date, confirm in writing to LIAC that they agree to proceed with the Mediation between themselves and in the absence of the Unconfirmed Party.
 - b) if the Remaining Identified Party and the Requesting Party fail to confirm their agreement, LIAC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Request.
 - c) if there is no other Identified Party, apart from the Requesting Party, who has agreed to participate in the Mediation, LIAC shall terminate the Services and cease all further action in relation to the Request.

Rule 3: Filing Fee

1. Each Party shall pay the Filing Fee to LIAC as follows:

- a) if no Unconfirmed Party is identified in the Request, the Requesting Party and each Identified Party shall pay the Filing Fee to LIAC within 3 days from the date of submission of the Request by the Requesting Party to LIAC ("Request Date").
- b) if an Unconfirmed Party is identified in the Request:
 - (i) the Requesting Party shall pay the Filing Fee to LIAC within 3 days from the Request Date;
 - (ii) each Remaining Identified Party (if any) shall pay the Filing Fee to LIAC within 3 days from the Request Date; and
 - (iii) the Unconfirmed Party shall pay the Filing Fee to LIAC within 3 days from its agreement to participate in the Mediation.
2. If any Party fails to pay the Filing Fee to LIAC in accordance with Rule 3.1, LIAC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Request.
3. A Party may pay the Filing Fee on behalf of another Party.
4. The Filing Fee shall be in such amount as prescribed in the Fee Schedule.

Rule 4: Date of Mediation

1. Subject to Rule 4.4, as soon as practicable after LIAC receives full payment of the Filing Fee from all of the Parties in accordance with Rule 3 ("Filing Fee Receipt Date"), LIAC shall fix the date for the conduct of the Mediation, in consultation with the Parties.
2. Where the Parties have themselves selected the Mediator for the Mediation, the Parties' proposed date(s) of the Mediation shall be confirmed by LIAC upon the agreement of the Parties and the Party-Selected Mediator.
3. Subject to Rules 4.5 and 17.5, the Mediation shall be conducted on the Mediation Date.
4. If LIAC is unable to fix the date for the conduct of the Mediation by the expiry of 45 days from the Filing Fee Receipt Date, LIAC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Mediation.

5. If, after the Mediation Date has been fixed, LIAC for any reason determines that the Mediation cannot be conducted on the Mediation Date, the following provisions shall apply:
 - a) LIAC may at its discretion re-fix the date for the conduct of the Mediation with the agreement of the Parties (and the appointed Mediator, if any), in which event the Mediation shall be conducted on the date so re-fixed by LIAC, and references in these Rules to the "Mediation Date" shall be references to the date so re-fixed by LIAC.
 - b) if LIAC at its discretion elects not to re-fix the date for the conduct of the Mediation or if, by the expiry of 7 days from the date on which LIAC notifies the Parties (and the appointed Mediator, if any) of the re-fixing of the date for the conduct of the Mediation, LIAC is unable to fix a new date for the conduct of the Mediation, LIAC shall be entitled (but not obliged) to terminate the Services and cease all action in relation to the Mediation.

6. A Party may, at any time, request a certified confirmation from LIAC that the Mediation was attempted. The certified confirmation shall state:
 - a) the names of the parties;
 - b) a brief description of the dispute; and
 - c) the status of the matter.

APPOINTMENT OF THE MEDIATOR(S)**Rule 5: Appointment of Mediator**

1. There shall be one Mediator or more co-Mediators. All references to " Mediator " in these Rules shall include co-Mediators, as applicable.
2. The Mediator(s) shall be appointed by LIAC.
3. Where the Parties have themselves selected the Party-Selected Mediator(s), LIAC shall confirm the Party-Selected Mediator(s) as the Mediator.
4. Where the Parties have not selected the Mediator for the Mediation or cannot mutually agree on the Mediator to be appointed, LIAC shall select and appoint one or more persons to be the Mediator. If the Parties have any criteria for the choice of Mediator, they should indicate such criteria to LIAC as promptly as possible and LIAC may take them into consideration, but the selection and appointment of the Mediator shall be at LIAC's sole and absolute discretion.
5. The Mediator, if he is not a Party-Selected Mediator, shall abide by these Rules, including the Fee Schedule and the Code of Conduct. If the Mediator is a Party- Selected Mediator, he shall abide by these Rules (including the Code of Conduct but excluding the Fee Schedule) and the quotation or statement of his/her fees that been submitted to and confirmed by LIAC.
6. In selecting individuals to act as Mediator, LIAC shall have regard to:
 - (a) The professional expertise and qualifications of the prospective Mediator, experience as a Mediator and ability to conduct the Mediation;
 - (b) Any relevant accreditation and/or certification awarded to the prospective Mediator by a recognized professional Mediation Standards Body;
 - (c) The availability of the Mediator;
 - (d) The nationality of the parties and the Mediator; and
 - (e) Such other considerations as are likely to secure the appointment of an independent and impartial Mediator.

In addition, LIAC shall take into consideration geographical diversity and gender of the potential Mediator.

Rule 6: Acceptance of Appointment

1. The parties shall notify LIAC of the selection of any Mediator, if applicable, and provide the name and contact information of the nominee. In the absence of party-selected Mediator, LIAC shall select the Mediator.
2. Upon receipt of a notification pursuant to Rule 6.1, or upon selection by the Centre, LIAC shall request an acceptance from the nominee.
3. Within 5 days after receipt of the request for acceptance of an appointment, the nominee shall:
 - a) accept the appointment; and
 - b) provide a signed declaration in the form published by the LIAC, addressing matters including the Mediator's independence, impartiality, availability and commitment to maintain the confidentiality of the Mediation.
4. LIAC shall notify the parties of the acceptance of appointment by the Mediator and transmit the signed declaration to them.
5. LIAC shall notify the parties if a Mediator fails to accept the appointment or provide a signed declaration within the time limit referred to in Rule 6.3, and another person shall be appointed as Mediator in accordance with the method followed for the previous appointment.
6. The Mediator shall have a continuing obligation promptly to disclose any change of circumstances relevant to the declaration referred to in Rule 6.3 (b).
7. A Mediator may not act as arbitrator, conciliator, counsel, expert, judge, witness or in any other capacity in any proceeding relating to the issues in dispute in the Mediation.

Rule 7: Resignation and Replacement of Mediator

1. A Mediator may resign by notifying LIAC and the parties.
2. A Mediator shall resign:
 - a) on the joint request of the parties; or
 - b) if the Mediator becomes incapacitated or fails to perform the duties required of a Mediator.
3. If a Mediator resigns from his/her appointment before the Mediation Date or is for any reason unwilling or unable to conduct the Mediation on the Mediation Date, the following provisions shall apply:
 - a) if the Mediator is a Party-Selected Mediator, LIAC shall appoint another Party-Selected Mediator (or a Mediator selected by LIAC at its discretion if so requested by the Parties) to conduct the Mediation on the Mediation Date;
 - b) if the Mediator is not a Party-Selected Mediator, LIAC shall select at its own discretion and appoint another Mediator to conduct the Mediation on the Mediation Date, provided that LIAC shall not be obliged to do so if there is already another Mediator (a co-Mediator) who has been appointed and who is able and willing to conduct the Mediation on the Mediation Date.
4. In any event, where a Mediator is not a Party-Selected Mediator, LIAC shall be entitled, without giving any reasons to the Parties, to terminate the appointment of that Mediator at any time. LIAC shall select and appoint another Mediator to replace the Mediator whose appointment has been terminated. However, LIAC shall not be obliged to do so if there is a remaining Mediator who is able and willing to conduct the Mediation.
5. References in these Rules to “Mediator” shall include a Mediator who is appointed pursuant to this Rule 7.

MEDIATION PROCEEDINGS**Rule 8: Agreement to Mediate**

1. Within seven (7) days from the date of appointment of the Mediator and in any event before the conduct of the Mediation, the Parties, the Mediator and LIAC shall enter into an Agreement to Mediate.
2. The Agreement to Mediate may take the form of an electronic record and may be signed by the Parties, the Mediator and LIAC by applying their respective electronic signatures, and may be so signed in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

Rule 9: Case Summary

1. At least 5 days before the Mediation Date (or such other period as LIAC may prescribe from time to time), each Party shall provide to the Mediator, the other Party and LIAC the following:
 - a) Case Summary based on the Case Summary Guideline set out in Annex E; and
 - b) Mediation Documents that the Party wishes to rely on at the Mediation.
2. A Party may submit only to the Mediator any information which that Party does not wish to disclose to the other Party ("Private Information"). The Private Information shall be in writing and identified as being information which is provided only to the Mediator, and shall be provided to the Mediator together with the Case Summary and Mediation Documents.
3. Where the Case Summary and Mediation Documents (together with the Private Information, if any) are submitted in the form of an electronic record, they shall not exceed in the aggregate 10 MB in file size.
4. For the avoidance of doubt, it is not LIAC's responsibility to enforce compliance with this Rule 9 by any Party.

Rule 10: Conduct of Mediation

1. The parties may agree on the manner in which the Mediation is to be conducted. Otherwise, the Mediator may determine the conduct of the Mediation in consultation with the parties, taking into account the circumstances of the case, any wishes that the parties may express and the need for a speedy settlement of the dispute.
2. Parties who are individual persons or unincorporated entities should attend the Mediation in person. Parties who are companies or incorporated entities may appoint duly authorised representatives to attend the Mediation. Each Party shall ensure that it is represented at the Mediation by a person who is duly authorised to enter into a binding and enforceable settlement agreement on behalf of that Party in respect of the dispute to which the Mediation relates.
3. The Mediation may be conducted by way of a physical Mediation Session or by video conferencing or a combination of these or by one alternating with the other.
4. Where the Mediation is conducted by video conferencing:
 - a) the video conferencing platform to be used shall be as prescribed by LIAC ("Prescribed Platform");
 - b) the Parties shall not hold the Mediator or LIAC or any of its officers, employees, agents or contractors liable or responsible in any respect for the use of the Prescribed Platform for the conduct of the Mediation or any consequence arising from it; and
 - c) LIAC shall provide the login details and password for the Mediation Session where necessary. If a password is provided by LIAC, the Parties shall keep the password secure and shall not disclose the password (whether intentionally or otherwise) to any third party or unauthorised person.
5. Where the Mediation is conducted by way of a physical session at LIAC's premises:
 - a) LIAC shall implement, and the Parties, their representatives and the Mediator shall observe, comply with and abide by, all measures and requirements as are prescribed by or under the laws of Zambia or any rules and guidelines promulgated or issued by the relevant authorities in relation to the prevailing public health situation (collectively "Health Measures");

- b) if a Party or any of that Party's representatives breaches any Health Measure during the physical Mediation Session, that Party shall indemnify LIAC against any loss, damage, cost, expense, claim, demand or action suffered or incurred by LIAC by reason of or arising from such breach;
 - c) the Parties shall jointly and severally indemnify LIAC against any loss, damage, cost, expense, claim, demand or action suffered or incurred by LIAC by reason of or arising from any damage to any property or injury to any person caused by any Party or its representatives during the physical Mediation Session or otherwise in the course of the Mediation.
6. Regardless of whether the Mediation is conducted by way of a physical session (whether or not it is conducted at LIAC's premises) or by video conferencing:
- a) to ensure the confidentiality of the Mediation, LIAC shall restrict attendance at the Mediation to counsel or representatives who are notified in writing to LIAC at least 5 days prior to the commencement of the Mediation Session ("Authorised Participants"). The Authorised Participants shall not permit any unauthorised person to gain access to the Mediation Session in any manner;
 - b) LIAC may restrict the number of persons by whom each Party may be represented at the Mediation;
 - c) all recording and/or photography in any form or medium is strictly prohibited;
 - d) LIAC shall have the right to summarily exclude from the Mediation and/or LIAC's premises any person who fails, refuses or neglects to comply with this Rule 10.
7. Where a Party requires an interpreter or any other assistance for the Mediation ("Party Requirement"):
- a) the Party shall notify LIAC of the Party Requirement and request the same at least 5 days prior to the Mediation;
 - b) LIAC may, but shall not be obliged, to assist the Party with the Party Requirement;

- c) where a Party requires an interpreter for the purposes of the Mediation, the interpreter shall be engaged directly by that Party at its own cost.

8. The Mediator may conduct the proceedings of the Mediation in any manner he sees fit.

Rule 11: Commencement and Postponement of Mediation Session

1. The Mediation Session for the conduct of a Mediation shall commence at the appointed time on the date fixed for that Mediation Session and shall continue until the Mediator closes that session, at which time that Mediation Session will end.
2. If no settlement is reached at the end of a Mediation Session and the Parties wish to continue with the Mediation in another Mediation Session, the following provisions shall apply:
 - a) LIAC shall fix the date for the next Mediation Session in consultation with the Parties (“Continuation Date”), and the Mediation shall continue on the Continuation Date;
 - b) the Mediation on the Continuation Date will ordinarily be conducted by the same Mediator who conducted the Mediation in the preceding Mediation Session, but may be conducted by another Mediator;
 - c) a fresh set of the Mediation Fee and Additional Charges shall be payable by the Parties under Rule 17 in relation to the Mediation Session on the Continuation Date;
 - d) Rule 10 shall apply to the Mediation Session on the Continuation Date;
 - e) if LIAC is unable to fix a date for the next Mediation Session within 45 days from the date of the preceding Mediation Session, LIAC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Mediation.

Postponement with more than 5 days’ notice

3. If the Parties wish to postpone a Mediation Session prior to its commencement and notify LIAC of such postponement more than 5 days prior to the date fixed for that Mediation Session, the following provisions shall apply:

- a) upon LIAC being notified, LIAC shall re-fix the date for the Mediation Session;
- b) if LIAC is unable to re-fix a date for the Mediation Session within 45 days from the date originally fixed for the Mediation Session, LIAC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties;
- c) if the date originally fixed for the Mediation Session has already been postponed two or more times and the notification is of a postponement for the third or more times, LIAC shall be entitled to treat the Mediation as having been cancelled by the Parties.

Postponement with less than 5 days' notice

- 4. Subject to Rule 11.5, if the Parties wish to postpone a Mediation Session prior to its commencement but notify LIAC of such postponement less than 5 days prior to the date fixed for that Mediation Session, the following provisions shall apply:
 - a) upon LIAC being notified, LIAC shall re-fix the date for the Mediation Session, in which event each Party shall pay the following:
 - (i) a postponement fee in an amount equal to 50% of the Mediation Fee; and
 - (ii) the Mediation Fee and applicable Additional Charges for the Mediation on the date so re-fixed.
 - b) if LIAC is unable to re-fix a date for the Mediation Session within 45 days from the date originally fixed for the Mediation Session, LIAC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 50% of the Mediation Fee;
 - c) if the date originally fixed for the Mediation Session has already been postponed two or more times and the notification is of a postponement for the third or more times, LIAC shall be entitled to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 50% of the Mediation Fee.

Postponement within 24 hours prior to the Mediation Date

5. If the Parties wish to postpone a Mediation Session prior to its commencement but notify LIAC of such postponement only within 24 hours prior to the Mediation Date, the following provisions shall apply:
 - a) upon LIAC being notified, LIAC shall re-fix the date for the Mediation Session, in which event each Party shall pay the following:
 - (i) a postponement fee in an amount equal to 100% of the Mediation Fee; and
 - (ii) the Mediation Fee and applicable Additional Charges for the Mediation on the date so re-fixed.
 - b) if LIAC is unable to re-fix a date for the Mediation Session within 45 days from the date originally fixed for the Mediation Session, LIAC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee;
 - c) if the date originally fixed for the Mediation Session has already been postponed two or more times and the notification is of a postponement for the third or more times, LIAC shall be entitled to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee.
6. If a request is made by any Party for a Mediation Session to be postponed, that request shall be deemed to have been made by all the Parties.

Rule 12: Cancellation and Withdrawal of the Mediation

1. If the Parties wish to cancel the Mediation and notify LIAC of such cancellation more than 5 days prior to the date fixed for the Mediation Session, the Mediation shall be cancelled.
2. Subject to Rule 12.3, if the Parties wish to cancel the Mediation but notify LIAC of such cancellation less than 5 days prior to the date fixed for the Mediation Session, the Mediation shall be cancelled, but each Party shall pay a cancellation fee equal to 50% of the Mediation Fee.

3. If the Parties wish to cancel the Mediation but notify LIAC of such cancellation within 24 hours prior to the Mediation Date, the Mediation shall be cancelled, but each Party shall pay a cancellation fee equal to 100% of the Mediation Fee.
4. If no notification of any postponement or cancellation has been given by the Parties on or before the date fixed for the Mediation Session, but the Mediation cannot proceed on that date due to the absence of any Party, the Mediation shall be deemed to have been cancelled by the Parties on that date itself, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee.
5. Where a Party ("Withdrawing Party") notifies LIAC of its withdrawal from the Mediation ("Withdrawal Notice"), the following provisions shall apply:
 - a) if the Mediation cannot proceed by reason of such withdrawal, the Withdrawal Notice shall be deemed to constitute a notification of the cancellation of the Mediation and Rules 12.1 to 12.4 shall apply.
 - b) if there are two or more remaining Parties who agree to proceed with the Mediation in the absence of the Withdrawing Party, the Mediation shall proceed in the absence of the Withdrawing Party.
 - c) if a Party refuses for any reason to proceed with the Mediation, that Party shall be deemed to have withdrawn from the Mediation, in which event the date on which such refusal is communicated to LIAC (by that Party or any other Party) shall be deemed to be the date on which a Withdrawal Notice is given to LIAC.

Rule 13: Confidentiality

1. The Mediation shall be conducted in confidence and on a without-prejudice basis. No transcript or formal record will be made, and none of the Parties shall make any audio or video recording or take photographs of the Mediation proceedings.
2. All persons involved in the Mediation shall keep confidential and not use for any ulterior or collateral purpose:
 - a) the fact that the Mediation is to take place or has taken place;

- b) any views expressed, or suggestions or proposals for settlement made, by a Party in the course of the Mediation;
 - c) any and all proposals suggested, or views expressed, by the Mediator;
 - d) the fact that a Party had or had not been willing to accept a proposal for settlement made by the Mediator or another Party; and
 - e) all information (whether oral or in writing) produced for or arising in relation to the Mediation, including any Settlement Agreement, except as directly necessary to implement and enforce any such Settlement Agreement.
3. All documents (including anything stored electronically) and/or any other information produced for, or arising in relation to, or following from the Mediation shall not be discoverable in any proceedings connected with the dispute between the Parties to which the Mediation relates.
4. LIAC is not to be regarded as a third party to the Mediation. LIAC is entitled to obtain, receive and otherwise gain access to any information regarding anything said or done, or any document prepared, or any information provided for the purposes of or in the course of the Mediation, including any Settlement Agreement and its terms. The Mediator shall be at liberty to disclose to LIAC (and its officers and employees) the progress, status and outcome of the Mediation, including the making of any Settlement Agreement and its terms.

Rule 14: Stay of Proceedings

- 1. Unless the Parties agree otherwise, the Mediation shall not preclude any Party from commencing any legal proceedings or arbitration against any other Party.
- 2. Where legal proceedings or arbitration have already been commenced, the Mediation shall not operate as a stay of such proceedings or arbitration unless a court or arbitral tribunal, as the case may be, orders otherwise.
- 3. For the purposes of this Rule 14, the reference to “legal proceedings” includes any proceedings or action commenced or taken under any written law for the time being in force.

Rule 15: Termination of the Mediation

1. The Mediation shall terminate upon the first to occur of the following events:
 - a) LIAC terminating the Services pursuant to any of these Rules; or
 - b) the Mediation being cancelled or deemed to be cancelled by the Parties pursuant to any of these Rules; or
 - c) a Settlement Agreement being made, unless there remains a dispute between the Parties in relation to which the Parties wish to continue the Mediation; or
 - d) the Mediator terminating the Mediation Session without a settlement being reached, and without the Parties indicating that they wish to continue with the Mediation in another Mediation Session.
2. Notwithstanding the termination of the Mediation, LIAC shall be entitled to the fees and charges as prescribed in the Fee Schedule and the Mediator to his/her fee. If such fees and charges (including the Mediator's fee) have not already become due prior to the termination, they shall become due and payable upon such termination.

SETTLEMENT AGREEMENTS

Rule 16: Settlement Agreement

1. Any settlement agreement made in or pursuant to a Mediation (“Settlement Agreement”) shall be in writing and signed by the Parties or authorised representatives of the Parties.

2. The Settlement Agreement may take the form of an electronic record and may be signed by the Parties by applying their respective electronic signatures and may be so signed in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

3. The Mediator may (but is not obliged to) assist the Parties in drawing up or preparing the Settlement Agreement or express his/her views on its terms, but the Mediator bears no responsibility and shall incur no liability for having (or not having) done so. It is for the Parties to seek and obtain independent legal advice to ensure the efficacy and enforceability of the Settlement Agreement and to otherwise address their own interests.

COSTS OF MEDIATION PROCEEDINGS**Rule 17: Mediation Fee and Additional Charges**

1. In addition to the Filing Fee, each Party shall pay to LIAC a Mediation Fee for the Mediation as follows:
 - a) where the Mediator is a Party-Selected Mediator, the Mediation Fee shall be in an amount as notified by LIAC to the Parties.
 - b) where the Mediator is not a Party-Selected Mediator, the Mediation Fee shall be in an amount as prescribed in the Fee Schedule and notified by LIAC to the Parties.
2. Each Party shall also pay to LIAC the Additional Charges where applicable.
3. The Mediation Fee and the Additional Charges shall be paid by the Parties to LIAC at such time as LIAC may specify.
4. The Parties shall also pay to LIAC, at such time as LIAC may specify, such deposits to account of the Mediation Fee and/or the Additional Charges as may from time to time be required by LIAC.
5. If the Parties or any of them shall fail to pay any amount to LIAC as required under this Rule 17, LIAC shall be entitled (but not obliged) to:
 - a) re-fix the date for the conduct of the Mediation until after that amount has been paid in full to LIAC, in which event the Mediation shall be conducted on the date so re-fixed by LIAC, and references in these Rules to the "Mediation Date" shall be references to the date so re-fixed by LIAC; or
 - b) terminate the Services and cease all further action in relation to the Mediation. Such termination shall be without prejudice to the liability of the Parties to pay such fees, charges and expenses that have already accrued to LIAC or which have already been incurred by LIAC at the time of termination of the Services. Unless otherwise provided

in the Rules, such fees, charges and expenses shall be borne and paid by the Parties in equal proportions.

6. If there is any inconsistency between the provisions of this Rule 17 and those of the Fee Schedule, the provisions of the Fee Schedule shall prevail.

OTHER PROVISIONS

Rule 18: Services by LIAC

1. The Services to be provided by LIAC shall comprise the following:
 - a) selecting the Mediator, where the Mediator is not a Party-Selected Mediator;
 - b) appointing the Mediator;
 - c) fixing the date for the conduct of the Mediation in accordance with the Rules;
 - d) organising the physical venue of the Mediation Session or the video conferencing platform for the conduct of the Mediation, as the case may be;
 - e) drawing up and organising the execution of the Agreement to Mediate;
 - f) providing liaison between the Parties and the Mediator; and
 - g) providing general administrative support for the conduct of the Mediation.
2. For the avoidance of doubt, the Services shall not include the provision of any legal advice nor the interpretation of any legislation or statutory provision.
3. Where any Rule refers to a period of time within which any act is to be done or any event is to occur, LIAC may at its sole discretion (but subject always to any agreement by which the Parties are bound under which that act is to be done or that event is to occur within a certain period or by a certain date) extend that period or date. Subject always to such agreement, where LIAC has extended such a period or date referred to in a Rule, that Rule shall apply as if the period or date referred to in that Rule is replaced by the period or date so extended by LIAC.

Rule 19: Exclusion of Liability

1. The Parties, whether singly or jointly, shall not make any claim against the Mediator and/or LIAC (or any of its officers and employees) for any matter in connection with or in relation to or arising from:
 - a) the Services provided by LIAC; or
 - b) the conduct of the Mediation by the Mediator; or
 - c) the dispute between the Parties to which the Mediation relates; or
 - d) the Settlement Agreement, if any; or
 - e) the conduct of any Party in relation to the Mediation, including any non-compliance with the Rules; or
 - f) otherwise in relation to the Mediation.

2. Without prejudice to Rule 19.1:
 - a) the Mediator shall not be liable to any Party for any negligence, act or omission in connection with his/her conduct of the Mediation or otherwise acting as mediator in the Mediation.
 - b) LIAC, including its officers and employees, shall not be liable to any Party for any negligence, act or omission in connection with the Services or otherwise in connection with the administration of the Mediation.
 - c) LIAC is not the agent of the Mediator, and the Mediator shall not be liable for any negligence, act or omission of LIAC.
 - d) the Mediator is not the agent of LIAC, and LIAC shall not be liable for any negligence, act or omission of the Mediator.

- e) the Parties shall not call the Mediator or LIAC (or any of its employees, officers or representatives) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute between the Parties to which the Mediation relates.

Rule 20: Amendments to the Rules

LIAC reserves the right to amend and/or vary these Rules at any time and from time to time without prior notification and at its sole discretion.

Rule 21: Interpretation of Rules

In the event of any ambiguity or inconsistency in these Rules, LIAC's interpretation of the Rules shall be final and binding on the Parties and the Mediator.

Annexes:

Annex A	Request for Mediation
Annex B	Fee Schedule
Annex C	Code of Conduct
Annex D	Agreement to Mediate
Annex E	Case Summary Guideline

Issued: 5th April 2024

ANNEX A: REQUEST FOR MEDIATION

REQUEST FOR MEDIATION¹		
The Applicant(s) and the Respondent(s) request for mediation under the prevailing LIAC Mediation Procedure Rules (“Rules”) and agree to abide by the same.		
Have all the parties agreed to mediate this matter? <i>(Tick appropriate response)</i>	Yes	No
If no, pursuant to Rule 2 of the Rules, please state the name(s) of the Unconfirmed Parties (if any):		

APPLICANT(S)					
<i>(Where there are more than 2 parties or representatives, please provide the details for them in a separate attachment)</i>					
Applicant’s Contact Particulars					
Salutation <i>(if applicable Tick applicable response)</i>	Mr	Mrs	Ms	Other	State which:
Name(s) of Individual(s)/Organisation(s):					
Address:					
Contact No.:					
Email Address:					
Applicant’s Representative(s)					
Name(s) of Representative(s):					
Address:					
Contact No.:					
Email Address:					

RESPONDENT(S)					
<i>(Where there are more than 2 parties or representatives, please provide the details for them in a separate attachment)</i>					
Respondent’s Contact Particulars					
Salutation <i>(if applicable Tick applicable response)</i>	Mr	Mrs	Ms	Other	State which:
Name(s) of Individual(s)/Organisation(s):					
Address:					
Contact No.:					
Email Address:					
Respondent’s Representative(s)					
Name(s) of Representative(s):					
Address:					
Contact No.:					
Email Address:					
DETAILS OF THE DISPUTE					

¹ Please copy all the parties to the dispute when sending the Request for Mediation to LIAC. A non-refundable filing fee shall be payable pursuant to Rule 3.1 of the Rules

Please provide brief details of the dispute:

Please provide brief details of the dispute:
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AVAILABLE DATES FOR MEDIATION

Number of days proposed for the Mediation:	
[Where Applicant(s) and Respondent(s) have agreed to Mediation] Please provide a few mutually available dates:	
[To be filled by the Respondent only, if not mutually agreed earlier] Please provide a few available dates:	

MEDIATOR PREFERENCES

(Parties may appoint more than one Mediator)²

Party-Selected Mediator(s) ³ : <i>(Tick if applicable)</i>		LIAC to appoint Mediator(s): <i>(Tick if applicable)</i>	
Mediator Criteria (if any) [i.e. industry expertise, language proficiency etc]:			

MEDIATION CLAUSE

Is there an applicable Mediation clause? <i>(If yes, please annex a copy)</i>	Yes		No	
Date by which Mediation must be completed under the Mediation Clause?				

APPLICANT(S) SIGNATURE

Name:		Signature:		Date:	
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RESPONDENT'S SIGNATURE

Name:		Signature:		Date:	
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² The appointment of more than one Mediator may be considered beneficial by the Parties in particularly complex situations surrounding the dispute, if a large number of disputing parties are involved or when the parties consider that particular geographic, gender, racial or cultural diversity shall be helpful to the successful facilitation of the parties' negotiations.

³ Please note that when parties select their own Mediator, the Party-Selected Mediator(s) is/are entitled to charge his/her commercial rates. LIAC's prevailing Fee Schedule shall not apply.

ANNEX B: FEE SCHEDULE

Part 1: General Provisions

1. Where two or more Parties are represented at the Mediation by the same firm, those Parties shall collectively be treated as one single party for the purposes of this Fee Schedule. Where a Party is not represented by a firm, that Party shall be treated as one single party for the purposes of this Fee Schedule.
2. The Mediation Fee specified in this Fee Schedule applies where there are two Parties to the Mediation. Where there are more than two Parties to the Mediation, the Mediation Fee shall be as advised by LIAC.
3. Unless otherwise expressly stated in this Fee Schedule, all amounts stated in this Fee Schedule are in Zambian Kwacha and are exclusive of Withholding Tax or any other applicable tax.
4. The Filing Fee, Mediation Fee and all other charges payable by a Party under the Fee Schedule shall be paid to LIAC in such manner as advised by LIAC from time to time.
5. The non-refundable Filing Fee is ZMW 2,000.
6. The Mediation Fee is payable by each Party for each full-day Mediation Session and covers the following:
 - a) the Mediator's fee for that Mediation Session;
 - b) LIAC's Services for the Mediation up to that Mediation Session;
 - c) the use of LIAC's premises for that Mediation Session; and
 - d) tea/coffee and snacks for the Mediator and up to 3 persons per party.
7. A "full-day Mediation Session" means a Mediation Session held on a weekday (excluding Public Holidays) which does not exceed 4 hours.
8. The following provisions apply in relation to the Mediation Fee for a Mediation:
 - a) the Mediation Fee payable by each Party for each full-day Mediation Session is as set out in the first column of Table 1 below.

- b) if the Mediation Session extends beyond 4 hours, each Party shall pay an additional fee at the hourly rate (“Hourly Rate”) stated in the second column of Table 1 for each hour (or part thereof) that the Mediation Session exceeds 4 hours.
- c) if the Mediation Session is shorter than 4 hours, the Mediation Fee remains unchanged and there shall be no refund of any part thereof.

Table 1

Mediation Fee (ZMW)	Hourly Rate (ZMW)
10,000	750.00

- d) If the Mediation Session is held on a Saturday (excluding Public Holidays) (“Saturday Session”), the following provisions shall apply in respect of that session:
 - (i) sub-paragraphs (a) to (c) above shall apply as if the references to “full- day Mediation Session” and “Mediation Session” are to the Saturday Session;
 - (ii) in addition to the Mediation Fee, each Party shall pay a surcharge of 20% on the Mediation Fee;
 - (iii) where an additional fee at the Hourly Rate is payable, each Party shall pay a surcharge at 20% of the Hourly Rate.

9. Where non-LIAC premises are used as a venue for the Mediation Session, LIAC shall advise the Parties of the additional charges depending on the venue of the session.

10. In addition to the Mediation Fee, each Party shall pay a deposit in such amount as required by LIAC for the Additional Charges.

11. The use of LIAC’s premises is subject to availability. LIAC reserves the right to change the venue of the Mediation Session and revise the Mediation Fee accordingly.

12. Where video-conferencing facilities are provided by LIAC for a Mediation Session, LIAC shall be entitled to levy additional charges for such facilities, in which event each Party shall pay such additional charges as levied by LIAC.

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ANNEX C: CODE OF CONDUCT

This Code of Conduct (“Code”) applies to every person who is appointed by LIAC to act as a Mediator in any Mediation.

1. Acceptance of Appointment

- 1.1. A person shall not accept any appointment to act as Mediator unless he is reasonably satisfied that he is able to conduct the Mediation competently, expeditiously and impartially.

2. Impartiality

- 2.1. The Mediator shall be independent, impartial and fair to the Parties. He shall not accept any appointment if he has a financial interest (direct or indirect) in any of the Parties or the outcome of the Mediation or the dispute between the Parties. He shall disclose all circumstances which may lead to the impression that he may not be independent, impartial or fair.

- 2.2. When in doubt, the Mediator shall refer the matter to LIAC.

3. The Mediation Procedure

- 3.1. The Mediator shall act in accordance with the LIAC Mediation Rules.

4. Confidentiality

- 4.1. Any document or information supplied for or disclosed in the course of the Mediation shall be kept confidential.
- 4.2. The Mediator shall not act for any of the Parties subsequently in any matter related to or arising out of the subject matter of the Mediation without the written consent of all the Parties.

5. Withdrawal

5.1. The Mediator shall withdraw from the Mediation and immediately inform LIAC of such withdrawal:

- a) when he/she realises that he/she has committed a breach of the Rules or this Code;
- b) if there is a request to do so in writing by any of the Parties; or
- c) when he/she is required by any of the Parties to do anything in breach of this Code or the Rules and the Mediator is unable to proceed with the Mediation without acceding to such request.

6. Fees

6.1. As remuneration for acting as Mediator, the Mediator shall only be entitled to his/her fees and expenses in accordance with the terms of his/her appointment by LIAC and shall receive such fees and expenses directly and only from LIAC. He shall not enter into any private arrangement with any of the Parties for the payment of fees or other remuneration, or otherwise to obtain any benefit from acting as Mediator in the Mediation.

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ANNEX D: AGREEMENT TO MEDIATE

THIS AGREEMENT TO MEDIATE is made between:

- (1) Lusaka International Arbitration Centre of 2nd Floor, LAZ House, Lagos Road, Rhodespark, Lusaka (“LIAC”)
- (2) _____ of _____ (“Party A”)
- (3) _____ of _____ (“Party B”)
- (4) _____ of _____ (“Mediator”)

WHEREAS

- A. Party A and Party B (“Parties”) have requested for Mediation services under the Lusaka International Arbitration Centre (“LIAC”) Mediation Rules to assist them to resolve the dispute(s) between them.
- B. The Parties agree to attempt, in good faith, to resolve their dispute(s) by Mediation.
- C. LIAC and the Mediator agree to provide Mediation services to assist the Parties in resolving the dispute(s) between the Parties by Mediation.

IT IS AGREED as follows:

1. Agreement to Abide by any Settlement

- 1.1 The Parties agree to abide by and give effect to the terms of any settlement reached between them as a result of the Mediation.

2. Terms and Process of Mediation

- 2.1 The Parties agree:

- a. to abide by LIAC's prevailing Mediation Rules which shall apply to and govern this Mediation; and
- b. that the Mediation process will involve LIAC, the Parties, the representatives and/or advisors (if any) of the Parties, and the Mediator.

3. Authorisation of Representatives

3.1 The following persons are authorised to represent Party A and Party B respectively in the Mediation and settlement of disputes:

Party	Name of Representative	NRC/Passport No. of Representative
[Party A]		

Party	Name of Representative	NRC/Passport No. of Representative
[Party A]		

4. Counterparts

4.1 This Agreement to Mediate may be signed by the Parties, LIAC and the Mediator in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

Dated: [Day][Month][Year]

Signed by:

Witness:

FOR AND ON BEHALF OF [PARTY A]

Name and Designation

Name:

Designation:

NRC number:

Signed by:

Witness:

FOR AND ON BEHALF OF [PARTY B]

Name and Designation

Name:

Designation:

NRC number:

Signed by:

Signed by:

[MEDIATOR]

Name:

for and on behalf of LIAC

ANNEX E: CASE SUMMARY GUIDELINE

CASE INFORMATION	
Name of party:	
Name of representatives and firm (if any):	
LIAC reference no:	
List of attendees and their respective designations:	
HOW TO PREPARE YOUR CASE STATEMENT FOR MEDIATION	
<p>Please include the following in your case statement to be exchanged with the other party and submitted to the Mediator(s):</p> <ul style="list-style-type: none"> • Brief facts of the case • Identify key issues to be mediated • The party's main concerns • Describe the relationship between the parties before the dispute arose and the current relationship between the parties • Previous settlement efforts and their outcomes, if any • Identify other persons relevant to the dispute (highlight if they are unable or unwilling to attend the Mediation) • How do you propose to see the dispute resolved 	
IS THERE ANY CONFIDENTIAL INFORMATION YOU WISH TO CONVEY TO THE MEDIATOR(S) (OPTIONAL)	
<p>Each party may also convey to the Mediator(s), confidential information which they do not want to disclose to the other party(s), e.g. factors which you think will impede a settlement of the dispute or where misunderstandings might have arisen in the past. These instructions must be in writing.</p>	