

# Mediation Terms and Conditions

These terms and conditions must be read in conjunction with the Mediation Agreement sent to the parties and are incorporated into the Agreement. If there is any conflict between these terms and conditions and the Mediation Agreement the latter shall prevail.

## Liability for the mediation fees

Unless the parties agree otherwise, they will pay in equal shares the mediation fee and any other expenses.

Responsibility for the fee and expenses rests with the solicitors where instructed, or with the individual party if unrepresented. Should one party cancel at short notice so that fees are payable to the Mediator under the Cancellation Policy (see below), the cancelling party (or their solicitors where instructed) shall be responsible for all parties fees so falling due to the Mediator.

The amount in dispute will be calculated as the value of the claim and any counterclaim. The fee will be set accordingly. If during a mediation, it becomes apparent that the amount in dispute is higher than the amount notified, the Mediator reserves the right to invoice the parties for any additional mediation fees payable.

The Mediation shall be regarded as 'booked', resulting a binding contract in these terms and conditions and those set out in the 'Mediation Agreement' displayed on this website, 5 working days after the Mediation Agreement has been sent to the solicitors where instructed, or with the individual party if unrepresented (unless in that time the Mediator has received a request for variation of the contractual terms, in which case the 5 days referred to above shall run from the date of agreement of the variation of the terms). In any event, if less than 5 working days remain before the scheduled date for the Mediation, then the Mediator may send out the invoice on the basis of his published rates and payment shall be made by cleared funds at least 48 hours before the Mediation is scheduled to commence.

## Cancellation Policy

The following charges are payable. If the mediation is:

- a) postponed but re-booked within 4 weeks of the original date booked for the mediation - only irrecoverable expenses such as venue cancellation fees or travel costs already incurred will be charged;
- b) cancelled more than 7 working days before it is due to take place, there will be no cancellation fee, except for any irrecoverable expenses (e.g. venue cancellation fees) and any preparation time already spent by me;
- c) cancelled less than 7 working days, before it is due to take place, any irrecoverable expenses (e.g. venue cancellation fees) and 100% of the Deposit

Preparation time is charged at the hourly rate of £200/hr for time additional to what is included in the deposit.

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## Invoicing

In most mediation instructions, two invoices will be issued.

- a) Deposit Invoice - for the costs of the scheduled period and anticipated travel expenses and any venue costs.
- b) Balancing Invoice - for any additional mediation time or venue fees if not previously invoiced.

The Deposit invoice(s) is payable (cleared funds) no later than 7 days in advance of the mediation or upon receipt if issued within less than 7 days prior to mediation, and in any event at least 48 hours before the Mediation is scheduled to commence, as a precondition to the mediation taking place. Timing of the payment is of the essence.

Where a Deposit invoice is not settled in full prior to the mediation we may allow the Mediation to proceed subject to the instructing solicitor(s) undertaking in writing to settle the full amount of the invoice, if still unpaid by the client, within 2 days of the date of the mediation.

All other invoices (including the Balance invoice) are payable in full within 7 days of the date of issue, unless agreement is reached to the contrary.

All fees are exclusive of VAT.