

MEDIATION AGREEMENT

Date: {.....}

PARTIES: (a) {.....}

of
{.....}

and

(b) {.....}

of {.....}

This is a dispute (“Dispute”) between the parties proceeding in the County Court under case number [Please complete] or [brief description of the Dispute if proceedings have not been issued]

PARTICIPATION:

The parties have agreed to attempt to settle the Dispute by mediation on the terms set out in the Schedule (“Mediation”).

THE MEDIATOR

The Mediator will be {.....}

THE REPRESENTATIVES

The Representatives of each of the parties at the Mediation will be:-

(a) {.....}

and

(b) {.....}

PLACE AND TIME:

The Mediation will take place at {.....}

on {.....}

CONFIDENTIALITY:

Each party in signing this agreement is deemed to be agreeing to the confidentiality provisions contained in the schedule and confirms that their representatives and others attending the Mediation with them agree to this provision.

The Mediation agreement should be signed by the parties (or their representatives on their behalf) and the Mediator.

Signed by the parties:

(a)

(b)

Signed by the Mediator:

.....

SCHEDULE

1. The Mediation is entirely confidential, in particular:
 - 1.1 the fact that the Mediation is to take place, or has taken place, will remain confidential except to the extent that it is necessary to inform the Court that there is to be or has been a Mediation;
 - 1.2 all information gained through the Mediation process will remain confidential;
 - 1.3 in relation to issues of confidentiality, the Mediation is no different from any “without prejudice” negotiations.
2. The Mediator will not be called to give evidence in any litigation relating to the Dispute, other than to confirm (if it be the case) that she has witnessed a settlement agreement.
3. The parties and/or their representatives attending the Mediation must have the necessary authority to settle the Dispute.
4. Any settlement reached at the Mediation will not be binding until set out in writing and signed by or on behalf of the parties.
5. The Mediator shall not be liable to the parties in respect of any view expressed by him/her during in or connection with the Mediation or any other act or omission relating to the services provided by her.
6. The following fees apply to the Mediation:

Fees per party:

£ {.....} for a mediation of up to {4 hours} and £ {.....} per hour thereafter. If the venue is more than 50 miles from the Mediator's address (including any site visit that may be required if that is not en route) travel expenses of 20p per mile (per party) for mileage in excess of that; otherwise no travel expenses will be payable.

Travel time will also be charged if the venue is more than 50 miles from the Mediator's address at £25 per hour (per party); otherwise travel time will not be payable.

These are the fees and expenses payable **by each party**.

VAT is payable on the mediation fee. There is no additional charge for reading/preparation (which has been included within the £ {.....} mediation fee per party) unless that exceeds 2 hours' work in total (in which case the excess time will be charged at £ {.....} per hour per party; any incomplete hour will be charged as a full hour).

The above fees are based on the assumption that the Mediation will be concluded on the day it begins; different rates may apply if the Mediation is expected to go into a second day or beyond, or where there are more than 2 parties.

The costs in relation to the venue for the Mediation are not the responsibility of the Mediator and is a matter for the parties to agree between themselves as to how those costs (if applicable) will be borne by them.

7. In the event of the Mediation not being successful, the costs incurred by each party in relation to the Mediation (including the party's share of the Mediator's fee) will be part of the costs of the Dispute. These costs are therefore capable of falling within the scope of any Costs Order made by the Court in litigation relating to the Dispute.

8. The Mediation is entirely voluntary. Either party is therefore free to terminate the Mediation at any time after it has begun. The Mediation will continue until:-
 - 8.1 a written settlement is reached; or
 - 8.2 one of the parties withdraws; or
 - 8.3 the Mediator considers it appropriate to terminate the Mediation.

MEDIATION PROCEDURE

Mediations shall be governed by the following procedure (“the Mediation Procedure”), as amended by members of Atlantic Chambers or at their direction from time to time) and the parties shall be taken to have agreed that the mediation shall be conducted in accordance with the Mediation Procedure.

1. Mediation Procedure

- 1.1 The parties to a dispute or negotiation in question will attempt to settle it by mediation. Representatives of the parties including their advisors (legal representatives) and the mediator will attend the mediation sessions. Any and all communications relating to, and at, the mediation are private and confidential and will be without prejudice.
- 1.2 The representatives of the parties must have the necessary authority to settle the dispute. If a party is a natural person, that person must attend the mediation session. If a party is not a natural person it must be represented at the mediation session by an officer or employee with full authority to make binding agreements settling the dispute. If that person comes with “limited” authority, that is, authority up to a certain amount, he or she must disclose this information to the mediator prior to the mediation.

1.3 The procedure at the mediation will be determined by the mediator.

2. **Mediation Agreement**

2.1 The parties and the Mediator will enter into and sign an agreement to mediate (“Mediation Agreement”) in advance of the mediation and such agreement shall govern the relationship between the parties before, during and after the mediation.

2.2 Each party, in signing the Mediation Agreement, will be deemed to be agreeing on behalf of both itself and all such other persons to be bound by the confidentiality provisions of the Mediation Procedure.

3. **The Mediator**

3.1 The Mediator will:-

- (a) attend any meetings with any or all of the parties preceding the mediation, if requested to do so, or if the mediator decides it is appropriate;
- (b) prior to the commencement of the mediation, read and familiarise him/herself with each party’s Position Statement and any documents provided in accordance with paragraph 6.1 below;
- (c) determine the procedure (see paragraph 1.3 above);
- (d) assist the parties in drawing up any written settlement agreement;
- (e) abide by the terms of the Mediation Procedure and the Agreement to Mediate.

3.2 The Mediator will not:-

- (a) Impose a settlement on the parties;
- (b) offer legal advice or act as legal adviser to any party;
- (c) analyse any party’s legal position or rights.

3.3 The parties and Mediator acknowledge that the Mediator is an independent contractor. The Mediator will not and/or will not have acted, as a professional advisor for any of the parties individually in connection with the dispute either during the currency of the mediation or at any time thereafter.

4. **Mediation Arrangements**

4.1 Atlantic Chambers barristers' clerks will, in consultation with the parties and the Mediator, make the necessary arrangements for the mediation, including as appropriate:-

(a) recommend mediators with regard to, inter alia, nature of the dispute, degree of complexity, location of parties etc and drawing up the Agreement to Mediate;

(b) liaise between the parties to agree suitable date and venue;

5. **Representation**

5.1 Parties do not require legal representation to attend the mediation.

5.2 Where a party is unrepresented, it is encouraged that such party should obtain independent legal advice prior to the mediation.

5.3 Each party is required to notify the Mediator and other parties involved in the mediation of the names of those people intended to be present on its behalf at the mediation.

5.4 If a third party is to be present who is not a party to the mediation please explain in what capacity they intend to be present at the mediation. If the third party is

there to support a party to the mediation, they have been made aware of confidentiality requirements and agree to abide by the confidentiality terms set out herein and further they understand that they are not able to be a part of the mediation process.

6. **Position Statements and Documentation**

6.1 Each party will be required to prepare and deliver to the Mediator, at least 7 (seven) days prior to the mediation, a concise summary (“Position Statement”) of the case in dispute which shall not exceed 2 single sided A4 pages with normal margins, 12 point text with 1.5 line spacing and copies of any and all documents referred to in the Position Statement and which it will be seeking to refer to during the mediation. Each party’s total bundle of documents shall not exceed 20 A4 single sided pages save with prior agreement of the Mediator.

6.2 There is no obligation on the parties to exchange Position Statements, but parties are free to the simultaneously exchange Position Statements if so agreed or if it is considered appropriate by their legal advisors or if not represented by themselves.

6.3 The Position Statement is private and confidential and will not be disclosed (by the Mediator) to any other third party unless expressly authorised to do so. The Mediator can provide to the parties, upon request, guidance to Position Statement preparation.

6.4 Parties are encouraged to prepare and agree a joint bundle of documents where appropriate (not exceeding 25 singles sided A4 pages).

7. **The Mediation**

7.1 No formal record or transcript of the mediation will be made.

7.2 The mediation session is for the purpose of attempting to achieve a negotiated settlement and all information provided during the mediation session is without prejudice and will be inadmissible in any litigation or arbitration of the Dispute. Evidence, which is otherwise admissible, shall not be rendered inadmissible as a result of its use in the mediation session.

7.3 If the parties are unable to reach a settlement during the mediation, the Mediator may, if requested to do so, facilitate further negotiation after the mediation session itself has ended.

8. **Settlement Agreement**

Any settlement reached in the mediation will not be legally binding until it has been recorded in writing and signed by, or on behalf of, the parties.

9. **Termination**

9.1 Any of the parties may withdraw from the mediation at any time and shall immediately inform the Mediator and the other representatives either orally or in writing. The mediation will terminate when:-

- (a) a party voluntarily withdraws from the mediation; or
- (b) a written settlement agreement is concluded; or
- (c) the mediator elects, in his/her sole discretion, that continuing the mediation is unlikely to result in a settlement; or
- (d) the Mediator decides that he/she should retire for any of the reasons set out in the Code of Practice.

10. **Effect on Legal Proceedings**

Where the Dispute has been referred to mediation by the Court or where the Court has ordered that the parties consider mediation (under the current civil

procedure legislation (as amended from time to time), and the mediation does not achieve settlement, the current litigation or arbitration in relation to the Dispute may be commenced or continued, notwithstanding the mediation, unless the parties agree otherwise.

11. **Confidentiality**

11.1 Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose:

- (a) The fact that the mediation is to take place or has taken place; and
- (b) All information (whether given orally or in writing or otherwise), produced for, or arising pursuant to, the mediation including the settlement agreement (if any) arising out of it

Except insofar as is necessary to implement and enforce any such settlement agreement.

Policy on Confidentiality

As far as is legally possible, all information held on clients at Atlantic Chambers and by the members thereof is confidential to Atlantic Chambers and its members and kept secure, subject to the requirement of the following:-

- Data Protection legislation
- Disclosure of criminal activity
- Occasional access to files for audit purposes.
- Administrative requirements to arrange a mediation and to maintain a record for administrative purposes.

Subject to the limitations set out above, mediators will conduct the mediation on a confidential basis, and will not disclose confidential information obtained through the mediation process to anyone other than their clerks if necessary, except with the explicit consent of the parties concerned.

Disclosures not related to criminal activity – general principles

Where mediators hold separate meetings with individual parties, they should maintain the confidentiality of information disclosed at those meetings, except where the party gives explicit permission for items of information to be discussed with another party. In all cases, mediators should ensure they are clear about what they have permission to divulge.

All discussion and negotiations during the mediation will be on a privileged “without prejudice” basis, unless such privilege is waived by the parties by agreement, either generally or in relation to any specific aspect. No party nor any mediator should refer to any privileged discussions and negotiations in any proceedings that may subsequently take place. No party will be allowed access to any of the mediator’s notes nor will they be able to call any mediator as a witness in any proceedings.

Note-taking

Some mediators find it useful to take notes. Any such notes will be destroyed at the conclusion of the mediation.

Record-Keeping and Auditing

Appropriate records of mediation cases must be maintained. Records are kept on an electronic system and are subject to confidentiality provisions described above. Case records are not normally disclosed to anyone outside of members

of Atlantic Chambers and those directed by members of Atlantic Chambers to maintain records.

The exception to this is that it may be necessary for our service to be audited periodically.

Where agreement is reached between parties, a copy of the agreement will be given to each party.

11.2 All documents (which include anything upon which evidence is recorded, including tapes or computer discs) or other information produced for, or arising in relation to, the mediation will be privileged and not admissible as evidence or discoverable in any litigation or arbitration connected with the dispute (see paragraph 11.1(b) above). This does not apply to any information, which would in any event have been admissible or discloseable in any such proceedings.

11.3 The parties will not subpoena or otherwise require the mediator, or any other person attending the mediation under the auspices of the mediator, to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings.

12. **Mediation Costs**

12.1 It is usual that the costs of the mediation are borne equally between the parties.

12.2 Payment of these costs will be made to the Mediator at Atlantic Chambers in advance of the mediation and in accordance with this schedule and the terms and conditions of business (as amended from time to time) save that the express terms of the Agreement apply in preference to this schedule and the terms and conditions of business (as amended from time to time).

12.3 Each party attending the mediation is to bear its own costs and expenses of its participation in the mediation (including legal representative costs) and unless agreed otherwise, such costs will be costs in the cause.

13. **Waiver of Liability**

Neither the mediator nor members of Atlantic Chambers nor any person acting upon the direction of a member of Atlantic Chambers shall be liable to the parties for any act or omission in connection with the services provided by them in, or in relation to, the mediation, unless the act or omission is fraudulent or involves wilful misconduct.

14. **Human Rights**

The referral of a dispute to mediation does not affect any rights that may exist under Article 6 of the European Convention of Human Rights. Should the dispute not settle through the process of mediation, the parties' right to a fair trial shall remain unaffected.

CODE OF PRACTICE

The Law Society's has devised a code of practice ("Code of Practice") for civil/commercial mediation (Annex 22A). Barristers at Atlantic Chambers who act as Mediators follow the Code of Practice as closely as possible save that provisions specifically applicable to Solicitors being disapplied.

1. Objectives of Civil/Commercial Mediation

Civil commercial mediation is a process in which:-

- 1.1 two or more parties in dispute
- 1.2 whether or not they are legally represented
- 1.3 and at any time, whether or not there are or have been legal proceedings
- 1.4 agree to the appointment of a neutral third party (the mediator)
- 1.5 who is impartial
- 1.6 who has no authority to make any decisions with regard to their issues
- 1.7 which may relate to all or any part of a dispute of a civil or commercial nature
- 1.8 but who helps them reach their own decisions
- 1.9 by negotiation
- 1.10 without adjudication.

2. Qualification and Appointment of Mediator

- 2.1 Every mediator must comply with the criteria and requirements for mediators stipulated from time to time by the Law Society, including those relating to training, consultancy, accreditation and regulation.
- 2.2 Save where appointed by or through the Court, a mediator may only accept appointment if both or all the parties to the mediation so request, or agree.

2.3 Whether a mediator is appointed by the parties or through the Court or through any other agency, he or she may only continue to act as such so long as both or all parties to the mediation wish him or her to do so. If any party does not wish to continue with the mediation, the mediator must discontinue the process as regards that party and may discontinue the process as regards all parties. Also, if the mediator considers that it would be inappropriate to continue the mediation, the mediator shall bring it to an end, and may, subject to the terms of the mediation agreement, decline to give reasons.

3. **Conflicts of Interest, Confidential Information and the Impartiality of the Mediator**

3.1 The impartiality of mediator is a fundamental principle of mediation.

3.2 Impartiality means that:-

3.2.1 the mediator does not have any significant personal interest in the outcome of the mediation;

3.2.2 the mediator will conduct the process fairly and even-handedly, and will not favour any party over another

3.3 Save as set out in 3.2 above, a mediator with an insignificant interest in the personal outcome of the mediation may act if, full disclosure is made to all of the parties as soon as it is known, and they consent.

3.4 The mediator must not act, or, having started to do so, continue to act:

3.4.1 In relation to issues on which he or she or a member of his firm has any act for any party;

3.4.2 If any of the circumstances exist which may constitute an actual or potential conflict of interest

3.4.3 If the mediator or a member of his or her firm has acted for any of the parties in issues not relating to the mediation, unless that has been disclosed to the parties as soon as it is known and they consent.

3.5 Where a mediator has acted as such in relation to a dispute, neither he or she nor any member of his or her firm may subsequently for any party in relation to the subject matter of the mediation.

4. **Mediation Procedures**

4.1 The mediator must ensure that the parties agree the terms and conditions regulating the mediation before dealing with the substantive issues. This should be in written agreement which should reflect the main principles of this code. Such agreement should also contain the remuneration of the mediator.

4.2 The procedure for the conduct of the mediation is a matter for the decision of the mediator. Insofar as the mediator establishes an agenda of matters to be covered in the mediation, the mediator shall be guided by the needs, wishes and priorities of the parties in doing so.

4.3 In establishing any procedures for the conduct of the mediation, the mediator must be guided by a commitment to procedural fairness and a high quality of process.

5. **The Decision-Making Process**

5.1 The primary aim of the mediation is to help the parties to arrive at their own decisions regarding the disputed issues.

- 5.2 The parties should be helped to reach such resolution of such issues which they feel are appropriate to their particular circumstances. Such resolution may not necessarily be the same as that which may be arrived at in the event of adjudication by the Court. That allows the parties to explore and agree upon a wider range of options for settlement that might otherwise be the case.
- 5.3 The mediator may meet the parties individually and/or together. Solicitors, barristers or other professional advisers acting for the individual parties may, but need not necessarily, participate in the mediation process if the parties so wish. Such solicitors and/or advisers may take part in discussions and meetings, with or without the parties, and in other communication and representation, in such manner as the mediator may consider useful and appropriate.
- 5.4 Parties are free to consult with the individual professional advisers as the mediation progresses. The mediator may make suggestions to the parties as to the appropriateness of seeking further assistance from professional advisers such as lawyers, accountants, expert valuers or others.
- 5.5 The mediator must not seek to impose his or her preferred outcome on the parties.
- 5.6 The mediator shall be free to make management decisions with regard to the conduct of the mediation process.
- 5.7 The mediator may suggest possible solutions and help the parties to explore these, where he or she thinks this would be helpful to them.
- 5.8 The mediator must recognise that the parties can reach decisions on any issues at any stage of the mediation.
- 5.9 Agreements reached in mediation fall into 3 categories:
- 5.9.1 non-binding agreement

- 5.9.2 binding agreements (which would be enforceable by a Court);
- 5.9.3 binding agreements enshrined in a Court or Arbitration Order.

The mediator should ascertain how the parties wish their agreement to be treated. Where the parties do not wish to have a legally-binding solution (for example where they have resolved personal rather than legal issues), their wishes should be respected.

- 5.10 At the end of the mediation or at any interim stage, the mediator and/or the parties or their representatives may prepare a written memorandum or summary or any agreements reached by the parties, which may, where considered by the mediator to be appropriate, compromise draft heads of such agreements for formalisation by the legal advisers acting for the parties.
- 5.11 If the parties wish to consult their respective individual legal advisers before entering into any binding agreement, then any terms which they may provisionally propose as the basis for resolution will not be binding on them until they have each had the opportunity of taking advice from such legal advisers and have thereafter agreed, in writing, to be bound.
- 5.12 Mediation does not provide for the disclosure and inspection of documents in the same way or to the same extent as required by Court rules. The parties may voluntarily agree to provide such documentation, or any lesser form of disclosure considered by them to be sufficient. This should be considered in advance of the mediation. The mediator may indicate any particular documents that he or she considers should be brought to the mediation.
- 5.13 The mediator may assist the parties so far as appropriate and practicable, to identify what information and documents will help the resolution of any issue(s), and how best such information and documents should be obtained. However, the mediator has no obligation to make independent enquiries or undertake

verification in relation to any information or documents sought or provided in the mediation.

- 5.14 If, in cases where one or more parties is unrepresented at the mediation and the parties are proposing a resolution which appears to the mediator to be unconscionable, having regard to the circumstances, then the mediator must inform the parties accordingly and may terminate the mediation and/or refer the parties to their legal advisers.

6. **Dealing with Power Imbalances**

- 6.1 The mediator should be alive to power imbalances existing between the parties. If such imbalances seem likely to cause the mediation process to become unfair or ineffective, the mediator must take reasonable steps to try to prevent this.
- 6.2 The mediator must seek, in particular, to prevent abusive or intimidating behaviour by any of the parties.
- 6.3 If the mediator believes that, because of power imbalances, the mediation would not be able to be fairly and effectively conducted, he or she may discuss this with the parties, recognising that the mediation may have been bought to any end and/or the parties referred to their lawyers.

7. **Confidentiality and Privilege**

- 7.1 Before the mediation commences, the parties should agree in writing as to the provisions concerning confidentiality and privilege that will apply to the mediation process itself and any resultant mediation agreement, save as otherwise agreed in the mediation settlement agreement.
- 7.2 The mediator must maintain confidentiality in relation to all matters dealt with in the mediation. The mediator may disclose:

- 7.2.1 matters which the parties and the mediator agree may be disclosed;
 - 7.2.2 matters which are already public;
 - 7.2.3 matters which the mediator considers appropriate where he or she believes that if the life or safety of any person is or may be at serious risk;
 - 7.2.4 matters where the law imposes an overriding obligation of disclosure on the mediator.
- 7.3 Subject to paragraph 7.2 above, where the mediator meets the parties separately and obtains information from any party which is confidential to that party, the mediator must maintain the confidentiality of that information from all other parties, except to the extent that the mediator has been authorised to disclose any such information.
- 7.4 Mediators should note that the mediation privilege will not ordinarily apply in relation to communications indicating that a person is suffering or likely to suffer serious bodily harm, or where other public policy considerations prevail, or where for any other reason, the rules of evidence render privilege inapplicable.
- 7.5 The mediator should remind the parties that (unless the mediation agreement provides otherwise) the confidentiality and privilege attaching to the mediation process may not extend to the provisions of any settlement agreement which results. The mediator should suggest to the parties that they consider the extent to which they wish the terms of the resulting settlement to be discloseable – and to provide accordingly in the agreement itself.

8. **Professional Indemnity Cover**

- 8.1 All solicitor mediators must carry professional indemnity cover in respect of their acting as mediators.

8.2 Solicitors who practice as mediators will be covered by the Solicitors' Indemnity Fund in respect of their acting as a mediator, provided they are doing so in their capacity as a member of their firm.

8.3 If a solicitor is acting as a mediator as a separate activity outside his or her legal practice, separate indemnity insurance must be obtained.

9. **Promotion of Mediation**

9.1 Solicitor mediators may promote their practice as such, but must always do so in a professional, truthful and dignified way. They may reflect their qualification as a mediator and their membership of any other relevant mediation organisation.

9.2 Solicitor mediators must comply with the Solicitors' Publicity Code 1990.

Mediation Appointment Process

1. To refer your dispute to a mediator, please contact a clerk in Chambers:

- a. nature of dispute, value and complexity;
- b. current litigation status;
- c. preferred timing and location;
- d. available budget;
- e. specific traits or areas of specialism required.

2. Dates of availability are obtained and distributed and the clerk will then liaise with all the parties, including the mediator, to establish a suitable date for the mediation meeting.

3. The clerk will continue to liaise with all those attending to finalise other arrangements such as venue, start time and duration. The issue of costs will also be discussed with you.
4. Once the arrangements have been agreed, confirmation will be sent to all parties. The parties are asked to prepare a Position Statement and send that to the mediator. This document is to outline the details of the dispute, the reason for deadlock and what each party hopes to achieve out of the mediation.
5. Together with the confirmation of the mediation arrangements, an Agreement to Mediate will also be sent. This should be read prior to the mediation and a signed copy returned to Atlantic Chambers in advance of the mediation. On the day of the mediation meeting all parties will be asked to sign the mediator's copy. The mediation cannot take place until this has happened.
6. It is usual for the mediator to contact the parties prior to the mediation to introduce themselves and to discuss the process. They may also request additional documentation.

Fee Schedule

Guide to mediation fees (price per party)

Amount in Dispute	Mediator Experience		
	B	A	A*
Legally simple and very low value claims and/or short mediation session	Neg.	-	-
£0 - £15,000 (3 hours)	£400	-	-
£15,000 - £50,000	£800	£950	-
£51,000 - £150,000	£975	£1,200	-
£151,000 - £300,000	£1,200	£1,525	£1,925
£301,000 - £700,000	£1,450	£1,825	£2,225
£701,000 - £1 million	-	£2,150	£2,550
£1 million - £3 million	-	£2,650	£3,050
£3 million - £7 million	-	Neg.	Neg.
£7 million +	-	Neg.	Neg.

- Mediation should be accessible to all claims of all sizes.
- Parties should also be able to elect the mediator based on the level of experience required and pay a fee commensurate with that level.
- Cases should be dealt with quickly and professionally by our friendly and helpful team.

The amount in dispute will be calculated as (i) the value of the claim or remedy sought (ii) value of any counterclaim, whichever is greater. 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 relevant party(ies) for the additional mediation fees payable.

The categories of mediator experience are based on the number of mediations each mediator has conducted:

- B = performed 0-6 mediations
- A = performed 6+ mediations
- A* = highly experienced

Basis of the new fee structure

- Bespoke rates apply for mediations of a very short duration (under 2 hours) or for mediations where the value of the claim is low value and will be agreed in advance at the time of booking with a clerk in Chambers.
- The fee quoted is per party and based on a 2-party dispute.
- In cases involving 3 or more parties, an uplift of 15% per party will be charged. Multi-party disputes will be costed on a per case basis.
- The fee covers an 8-hour mediation except where an alternative time is expressly provided.
- Additional time will be charged at an hourly rate (B = £250, A = £350, A* = £350) with each party being liable for half the Mediator's additional hourly rate.
- Contractually agreed fees must be paid prior to the mediation. Fees for the Mediator are to be paid within 5 working days of the parties booking the mediation into the Mediator's diary. If payment has not been received in full from both parties to the mediation at least 15 working days prior to the mediation, the Mediator in his discretion may cancel the mediation.
- If the mediation is cancelled by either party at any time after it has been booked into the Mediator's diary the parties will be liable for the Mediator's fees. If the mediation is cancelled up to 28 calendar days before the mediation is due to take place 75% of the fees paid or due to be paid by each party will be refunded to each party. If the mediation is cancelled between 14 and 27 calendar days before the mediation is due to take place 50% of the fees paid or due to be paid will be refunded to each party. The parties will each be liable for their full fee payable to the Mediator if the mediation is cancelled any later than 14 calendar days prior to the booked mediation.