

Terms and conditions for the provision of commercial mediation services - Effective from 10th June 2016

Confirmed bookings

1. A mediation booking with CEDR will be confirmed once CEDR has received written confirmation from all parties that the terms detailed in this document, and the fees quoted in writing, are agreed.
2. Until such time as these terms and fees are agreed the mediator remains free to accept other assignments.

Mediation Fees

3. At the time of booking, CEDR will provide the parties with details of the mechanism that will be used to calculate the mediator's fee.
4. An estimate of the projected cost of providing the mediation service will be provided at time of booking based on the available information as appropriate.
5. The cost estimate will provide details of the minimum fee that will apply to the booking.
6. The parties are not charged an additional administration fee for mediations provided by CEDR.

Expenses

7. All reasonable expenses incurred by the mediator will be payable at cost up to a maximum of £250.00+VAT per party. Expenses will include the mediator's travel and accommodation expenses (if any) and all other reasonable expenses incurred.
8. Should expenses in excess of £250.00+VAT per party, per day be anticipated these costs will be agreed with parties prior to the mediation taking place.

9. The cost of the mediation venue is not included unless expressly identified in the written cost estimate.
10. All fees quoted are exclusive of VAT which will apply at the prevailing rate.

Payment Terms

11. A payment on account will be requested at the time of booking to cover estimated mediation costs and expenses. An invoice to cover the payment on account will be issued upon confirmation that the parties accept the fee proposal which shall be payable within 14 days of issue or no later than one week prior to the mediation date.
12. Failure to settle the initial invoice within the time frame detailed in clause 11 may lead to the postponement of the mediation at the discretion of CEDR.
13. Following the mediation the parties will be invoiced for any additional fees and/or expenses that have been incurred over and above that covered by the initial payment on account. Payment terms of 30 days shall apply.
14. Invoices will be addressed to, and payable by, the instructed solicitor or other lead adviser of each party with whom arrangements are made for the mediation, unless otherwise requested.

Short Notice Bookings

15. If the mediation service is required at short notice (less than one week prior to the mediation) special arrangements must be agreed with CEDR to ensure payment is made before the mediation commences.
16. In the absence of payment in advance for short notice mediations CEDR will, at its discretion, accept



a solicitor’s written undertaking that the law firm will pay CEDR’s invoices within seven days of the mediation taking place.

- 17. Short notice payment by debit card, credit card or BACS can be accepted up to 48 hours prior to the mediation at the discretion of CEDR.
- 18. Cancellation of the mediation will occur if payment is not made and cleared into CEDR’s bank account at least one working day prior to the mediation. The parties will incur a 100% cancellation charge as detailed in clause 21 in these circumstances.
- 19. CEDR may, at its discretion, decline to provide mediation services at short notice.
- 20. CEDR may, at its discretion, accept payment after the mediation from parties covered by insurance, provided this is communicated to CEDR when accepting these terms and the instructed solicitor provides full contact details of the insurer responsible for settling the invoice.

Cancellation/Postponement Charges

- 21. Notification of cancellation or postponement of a booking must be made in writing to CEDR.
- 22. A fee will be payable in the event of cancellation or postponement in order to cover administration costs, compensate the mediator for setting aside the necessary preparation and mediation time and the lost opportunity to accept other paying assignments.
- 23. The cancellation fee will be calculated as a set fee or percentage of the payment on account invoiced as detailed in clause 11 using the sliding scale below.
- 24. Any expenses incurred by CEDR or the Mediator will also be payable in full regardless of the cancellation notice given by the parties.

- 25. All cancellation fees will be shared equally between the parties.
- 26. These cancellation provisions are applicable without prejudice to a party’s right to recover costs from any party it may consider to be at fault for the cancellation.

Re-scheduling

- 27. A credit note equivalent to 50% of the cancellation fee paid will be provided to each party should the parties re-schedule a postponed mediation for a date within a period of 20 working days of the original scheduled date

CANCELLATION FEE CALCULATOR	
Notice (Working days)	Fee Payable (% of payment on account)
11 days or more	£250.00 per party
5 to 10 days	25%
4 days	50%
3 days	75%
2 days or less	100%

10th June 2016