



County Court Mediation Service Terms and Conditions

Fast Track and Intermediate Track claims

Effective March 2025

1. These Terms and Conditions (“Terms”) set out the basis on which CEDR Services Limited will provide services to clients under the CEDR County Court Mediation Service (“the Service”). By requesting or using the Service, you agree to be bound by these Terms, which shall govern all aspects of the Service unless otherwise agreed in writing. These Terms apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. The Service can be used to mediate disputes between a Claimant and a Defendant (together known as “the Parties”) subject to County Court proceedings for Fast Track and Intermediate Track claims (i.e. claims up to but not exceeding a value of £100,000.00).

3. CEDR will not accept applications to use the Service for Multi-track claims (i.e. claims exceeding £100,000.00) or for claims with multiple claimants and/or defendants but can provide mediation services under the CEDR Fixed Fee Mediation Scheme or another bespoke service.

4. Mediations carried out under the Service will be scheduled to last for a maximum of three hours. There is no provision for additional hours under this Service.

5. Mediations carried out under the Service will not involve any in-person meetings. Mediations will be conducted online via video conference technology, as well as through other forms of communication as considered appropriate.

Booking a Mediation

6. All applications for mediation must be filed via the CEDR website page for the County Court Mediation Service at: www.cedr.com/mediation-services/schemes/county-court-mediation-service



7. The mediation booking will be confirmed once CEDR has received:

- A correctly completed and signed application form;
- Confirmation by the Parties of the mutually agreed date to conduct mediation; and
- Payment of the full fee for the service, shared equally between both Parties.

8. Upon completion of all the requirements set out in paragraph 7, CEDR will appoint a mediator from the panel of CEDR mediators who have agreed to conduct mediation work under the Service.

9. Not all CEDR-accredited mediators elect to participate in the County Court Mediation Service. Accordingly, availability under this scheme is limited to those mediators who have expressly agreed to accept appointments pursuant to its terms.

10. CEDR has the exclusive right and sole discretion to appoint mediators under the Service.

Fees

11. The fee for mediation conducted under the Service is £450 plus VAT, per party.

12. The mediation fee covers up to three hours of mediation, the associated reasonable preparation and CEDR's administrative costs.

13. Should the parties require the mediator to consider volumes of material or engage in pre-mediation contact which, in the reasonable view of CEDR and/or the mediator, is above the level normally required to provide mediation under the Service, additional fees may apply. In these circumstances, CEDR will seek to agree a suitable fee in negotiation with the Parties, but if such fee cannot be agreed CEDR reserves the right to decline to provide the Service to the Parties.

Payment Terms and Cancellations

14. Full payment of the mediation fee is required upon application.

15. All fees are non-refundable.



Liability

16. Nothing in these Terms shall have the effect of excluding or limiting any liability which cannot be excluded or limited in law.

17. Each of the Parties agree that CEDR:

- assumes no responsibility for the conduct of the mediation by the mediator(s) nor the outcome of the mediation, including any professional judgments contained therein, and CEDR shall not be liable for loss or damage that may arise from the conduct of the mediation or the outcome of the mediation;
- is not liable for any claim in relation to the suitability of the appointment of any mediator(s); and
- excludes, to the maximum extent permitted by law, all representations, warranties, conditions and other terms (including the conditions implied by law and the use of reasonable care and skill which, but for this clause 16, might have effect in relation to these Terms) in respect of the mediator(s), the mediation and the outcome of the mediation.

18. Subject to these Terms, in no circumstances shall CEDR be liable to any other party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising or whatever the cause thereof, for:

- any loss of profit;
- loss of business;
- loss of reputation;
- loss of contracts;
- loss of revenues or anticipated savings; or
- any special, indirect or consequential damage of any nature.

19. The Parties understand that the mediator and CEDR do not give legal advice and agree that they will not make any claim against the mediator or CEDR in connection with this mediation. The Parties will not make an application to call the mediator or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the mediation, in any litigation, arbitration or other formal process arising out of or in connection with their dispute and the mediation; nor will the mediator nor any CEDR employee or consultant act or agree to act as a



witness, expert, arbitrator or consultant in any such process. If any Party does make such an application (as listed above), that Party will fully indemnify the mediator or the employee or consultant of CEDR in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the mediator's standard hourly rate for the mediator's time spent in resisting and/or responding to such an application.

20. Subject to these Terms, CEDR's total liability to the Parties in respect of all losses, costs, claims or expenses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the total booking fee paid by the Parties to CEDR under or pursuant to these Terms. This clause 20 shall not limit the Parties' obligation to pay the booking fee or any other mediation fees.