

## Platform to Business (P2B)

### ADR Notice, Mediation Booking Form and Mediation Agreement

What is this Booking Form for?	What do I need to do?
<ul style="list-style-type: none"><li>If you are a party to a dispute between a provider of internet intermediation services (a "Platform") and a business user, you may use this form to:<ul style="list-style-type: none"><li>Notify the other party that you wish to attempt to resolve your dispute through mediation;</li><li>Request that the other party consent to mediation; and</li><li>book a CEDR mediator to conduct a mediation under the P2B Service.</li></ul></li></ul> <p>This form also serves as the mediation agreement acting as the contract between the parties to the dispute, CEDR and the mediator.</p>	<ul style="list-style-type: none"><li>Party A must complete Part I of this Application Form and sign Part V.</li><li>Party B must complete Part II of this Application Form and sign Part V.</li><li>Fee are payable prior to the mediation. Please see Part III for fee details.</li><li>Party A and Party B must read the information set out in Part III.</li><li>The mediation will be conducted in accordance with the terms set out in Part III.</li></ul>

**IMPORTANT:**  
**Please save a copy of this form before completing and sending to CEDR.**



## Part I – To be Completed by Party A

### 1. Date of Submission

Insert Today's date:

### 2. The Parties to this mediation

Party A  
and  
Party B  
and  
CEDR of 100 St Paul's Churchyard, London  
EC4M 8BU  
and  
The Mediator provided by CEDR

### 3. Party A Information (Business User)

I am a Business User

Full name:

Organisation:

Street Address:

Town:

County:

Postcode:

Tel:

E-mail address





#### 4. Party A / Legal Representation (if applicable)

Full name:

Firm name:

E-mail address:

Tel:

#### 5. Service selection

Please select the requested mediation service in accordance with the value of the dispute. Details of the price of each service are set out in the Fees section in Part III below.

Claim values should be calculated by the higher of either the potential claim or counterclaim but not both combined. In the event that it subsequently becomes clear that the dispute value was incorrectly stated on this form then CEDR reserves the right to move the mediation into the appropriate service for the value of the dispute and to charge the Parties the associated fee.

<b>Dispute Value</b> (in EUR or GBP)	<b>Mediation Service</b>	<b>Est Cost GBP</b> (excluding Tax)	<b>Selection</b>
0 - 25,000	3-hour preparation time 3-hour mediation	£1,400	
25,001 - 75,000	4-hour preparation time 3-hour mediation	£1,800	
75,001 - 150,000	4-hour preparation time 5-hour mediation	£2,500	
150,001 - 250,000	4-hour preparation time 6-hour mediation	£3,000	
250,000 and above	5-hour preparation time 8-hour mediation	TBD	



## 6. Proposed mediation dates

Please specify the specific date the parties have agreed to mediate. If you have not agreed to a specific date, please specify dates you are available to mediate over the next six to eight weeks.



## 7. Issues in dispute

Please provide a brief summary of the dispute including any financial claim. Further information will be required after the mediation is confirmed.



## 8. Party A - Agreement to proceed

The Mediation Terms and Conditions are set out in Part III.

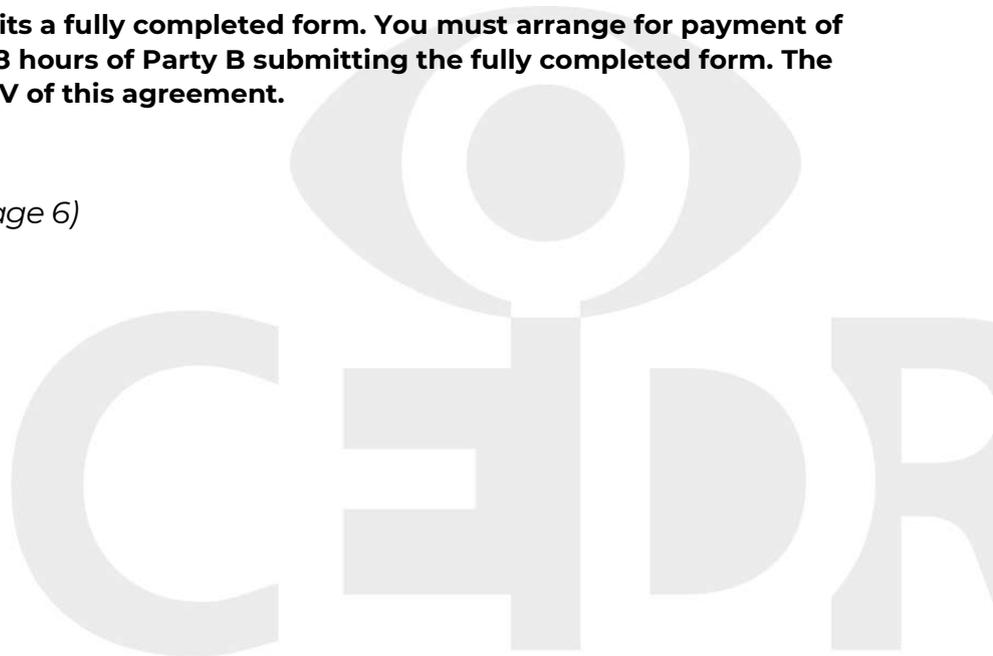
You should read the Mediation Terms and Conditions carefully before sending this form to Party B, copying CEDR and paying the booking fee. If you do not understand any point please ask for further information by **emailing CEDR at [adr@cedr.com](mailto:adr@cedr.com)**.

By submitting this form to CEDR and paying the booking fee: (a) you agree that you have the authority to represent Party A; (b) you agree, on behalf of Party A, to mediation of the dispute; and (c) you agree, on behalf of Party A, to the Mediation Terms and Conditions, as set out in Part III.

**Now sign Part V and send this document to Party B (who will have full sight of Part I) with copy sent to [adr@cedr.com](mailto:adr@cedr.com) quoting reference P2B.**

**Payment is due when Party B submits a fully completed form. You must arrange for payment of the mediation fee to CEDR within 48 hours of Party B submitting the fully completed form. The payment details are set out in Part IV of this agreement.**

*(Part II continued on next page, page 6)*





## PART II – To be Completed by Party B

### 9. Date of Completion

Insert Today's date:

### 10. Party B Information (The Platform)

I am a Platform

Full name:

Organisation:

Street Address:

Town:

County:

Postcode:

Tel:

E-mail address

### 11. Party B / Legal Representation (if applicable)

Full name:

Firm name:

E-mail address:

Tel:





## 12. Proposed mediation dates

Please specify the specific date the parties have agreed to mediate. If you have not agreed to a specific date, please specify dates you are available to mediate over the next six to eight weeks.

## 13. Issues in dispute

Please provide a brief summary of the dispute including any financial claim. Further information will be required after the mediation is confirmed.

## 14. Party B - Agreement to proceed

The Mediation Terms and Conditions are set out in Part III.

You should read the Mediation Terms and Conditions carefully before sending this form to CEDR and paying the booking fee. If you do not understand any point please ask for further information by **emailing CEDR at [adr@cedr.com](mailto:adr@cedr.com)**.

By submitting this form to CEDR and paying the booking fee: (a) you agree that you have the authority to represent Party B; (b) you agree, on behalf of Party B, to mediation of the dispute; and (c) you agree, on behalf of Party B, to the Mediation Terms and Conditions, as set out in Part III.

**Now sign Part V and send to CEDR at [adr@cedr.com](mailto:adr@cedr.com) quoting reference P2B with copy sent to Party B (who will have full sight of Part II).**

**Payment is due upon your submission of a fully completed form. You must arrange for payment of the mediation fee to CEDR within 48 hours of submitting the fully completed form. The payment details are set out in Part IV of this agreement.**



## Part III

### Mediation Terms and Conditions

IT IS AGREED THAT:

#### Mediation Agreement

1. The contract for the mediation will come into existence between Party A, Party B, the Mediator(s) and CEDR on the date that CEDR sends out a confirmation email to the Parties, confirming the Mediation is booked with a Mediator(s) on a date agreed by the parties, which shall be after CEDR has received the full mediation fee from Party A and Party B and each party has confirmed to CEDR its agreement to the Mediation and these Mediation Terms and Conditions by signing Part V below.

#### The Mediation

2. Party A and Party B agree to attempt in good faith to settle their dispute at the Mediation. The Mediator agrees to conduct and Party A and/or Party B agree to participate in the Mediation in accordance with this agreement to mediate in a manner consistent with the current version of the CEDR Model Mediation Procedure and the CEDR Code of Conduct for Third Party Neutrals.
3. The Mediation will be conducted virtually. The use of video conferencing will be governed by that communication service providers terms and conditions. It is the responsibility of the Party A and Party B each, to review those terms and conditions in advance of the mediation. CEDR makes no representations in relation to the communication service provider's terms of service.
4. For the purposes of the Mediation, the Mediator shall act as the "Host" for the purposes other virtual session/s. In fulfilling this role, the Mediator will retain control of the communications service provider during the Mediations.
5. The Mediation will begin from the moment that the Mediator first communicates with either of the Parties and will continue until the date agreed by the Mediator and the Parties.

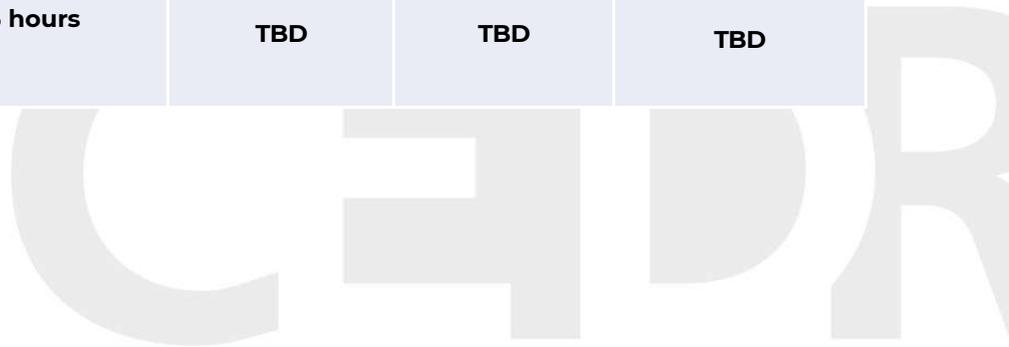
#### Fees

6. The Parties agree to pay the fees as set out below based on the value of their dispute and to share all fees and expenses unless otherwise expressly agreed between them. The fees are set out in GBP .



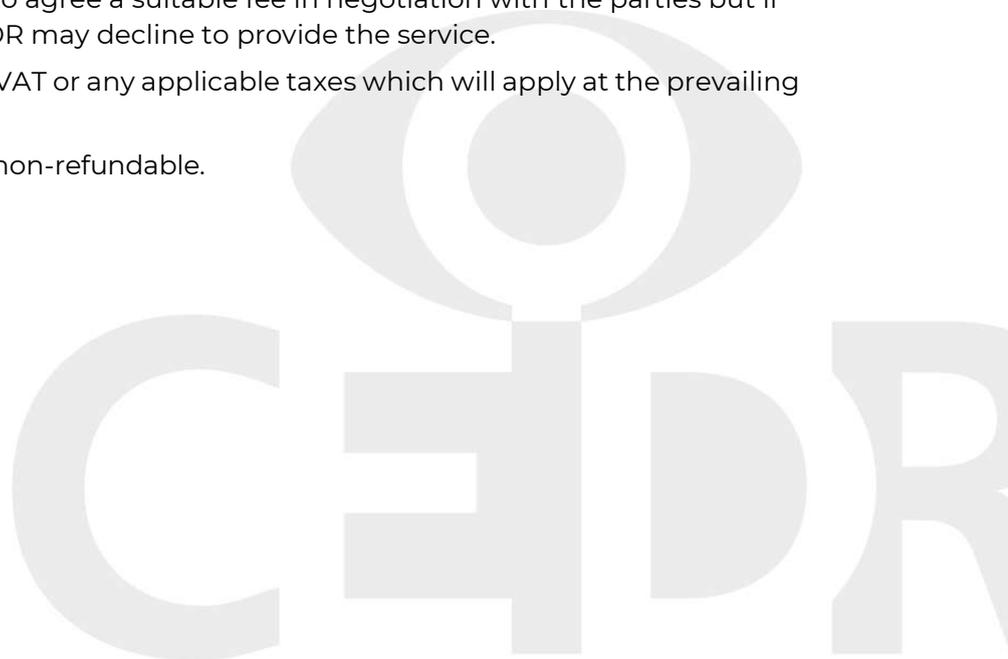
**Fee Table in GBP**

Dispute Value (in GBP)	Mediation Service	Preparation	Total Costs (excluding VAT GBP)	Cost Per Party (excluding VAT GBP)	Cost for any additional Hour/s required
Up to £25,000	3-hour video conference	3 hours	£1400	£700	£250
£25,001 to £75,000	3-hour video conference	4 hours	£1,800	£900	£250
£75,001 to £150,000	5-hour video conference	4 hours	£2,500	£1,250	£250
£150,001 to £250,000	6-hour video conference	4 hours	£3,000	£1,500	£250
£250,000+	8-hour video conference	5 hours	TBD	TBD	TBD





7. Fees are payable within 48 hours of the receipt of this Form from Party B and in advance of the mediation.
8. The Mediator's diary will be held during this 48-hour period. In the event that CEDR does not receive payment then the Mediator's diary may be released and will be available to take other bookings.
9. The Mediation will begin from the moment that the Mediator first communicates with either of the Parties and will continue until the date agreed by the Mediator and the Parties.
10. Should the mediation go beyond the time provided for under the selected service, parties agree to pay hourly rates set out above per party for any additional hours used.
11. Should the parties require the mediator to consider voluminous material or engage in substantial pre-mediation contact, which in the reasonable view of CEDR and or mediator is above the level of preparation time specified above, 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 may decline to provide the service.
12. All fees quoted are exclusive of VAT or any applicable taxes which will apply at the prevailing rate.
13. Once paid the mediation fee is non-refundable.





14. In the event that CEDR cannot arrange a Mediation on a reasonable date agreed by the parties for any reason, the contract will not come into existence and CEDR will refund any fees paid to CEDR by Party A and/or Party B.

## **Authority and status**

15. The person agreeing to the Mediation and these Mediation Terms and Conditions on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party's behalf at the Mediation to observe these Mediation Terms and Conditions, and also having authority to bind that Party to the terms of any settlement.

## **Confidentiality and without prejudice status**

16. Every person involved in the Mediation:
  - (a) will keep confidential all information arising out of or in connection with the Mediation, including but not limited to communications relating to the set-up and scheduling of the Mediation, the discussions had leading up to and at the Mediation, and terms of any settlement, unless otherwise agreed by the Parties in writing but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants;
  - (b) acknowledges that all such information passing between the Parties, the Mediator and/or CEDR, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law;
  - (c) will not make any attempt to, or make any audio or video recording of any part of the Mediation; and
  - (d) will ensure that only those persons notified in writing by a Party to the Mediator and other Party prior to the commencement of any part of the Mediation may be present in the room where that Party's computer is located.
17. Where a Party privately discloses to the Mediator or CEDR any information in confidence before, during or after the Mediation, the Mediator or CEDR will not disclose that information to any other Party or person without the consent of the Party disclosing it, except under the circumstances provided in Section 8 of the CEDR Model Mediation Procedure. The Parties agree, however, that the Mediator may disclose such information to CEDR provided that such disclosure is made by the Mediator and received by CEDR in confidence.



## Liability

18. Nothing in these Mediation Terms and Conditions shall have the effect of excluding or limiting any liability which cannot be excluded or limited in law.
19. Party A and Party B, each agree that CEDR:
  - (a) 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;
  - (b) is not liable for any claim in relation to the suitability of the appointment of any Mediator(s); and
  - (c) 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 Mediation Terms and Conditions) in respect of the Mediator(s), the Mediation and the outcome of the Mediation.
20. Subject to these Mediation Terms and Conditions, 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
  - (a) any loss of profit;
  - (b) loss of business;
  - (c) loss of reputation;
  - (d) loss of contracts;
  - (e) loss of revenues or anticipated savings; or
  - (f) any special, indirect or consequential damage of any nature
21. 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.
22. Subject to these Mediation Terms and Conditions, CEDR's total liability to the other parties



in respect of all losses, costs, claims or expenses arising under or in connection with these Mediation Terms and Conditions, 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 Party A and Party B to CEDR under or pursuant to these Mediation Terms and Conditions. This clause shall not limit Party A and/or Party B obligation to pay the booking fee or any other mediation fees.

## **Settlement formalities**

23. No terms of settlement reached at the Mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties.

## **Legal status and effect of the Mediation**

24. These Mediation Terms and Conditions are governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with these Mediation Terms and Conditions and the Mediation.
25. The referral of the dispute to the Mediation does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if their dispute does not settle through the Mediation, the Parties' right to a fair trial remains unaffected.

*(Part IV continued on next page, page 14)*



## Part IV

### Submitting your booking form

Now please submit your booking form and supporting information (if any) to CEDR: By email:

adr@cedr.com

You must arrange for payment of the mediation fee at time of application Quoting party names and P2B as reference.

### Payment details

Cheques: Made payable to CEDR Services Limited

#### Bank Transfers:

Account name: CEDR Services Limited

Account number: 83092062

Sort code: 20-41-41

IBAN: GB68 BARC 204141830920 62 SWIFTBIC: BARCGB22

Bank address: Barclays Bank PLC, Holborn, London, EC1

*(Part V continued on next page, page 15)*



## PART V

1. To be signed by each of the Parties

Party A

Date:

Party B:

Date:

CEDR:

Date:

Mediator:

Date:

