



Access Disputes Committee Mediation Pilot Scheme Booking Form and Mediation Agreement

- Both parties must complete the relevant sections of this form
- CEDR, who administers the scheme on behalf of Access Disputes Committee is an independent organisation providing mediation and other ADR processes to businesses, consumers, central and local government and trade bodies.
- The fee per party is payable at the time of application.
- Both Parties to complete Part A. Claimant to complete Part B and Defendant Part C.
- Ensure you have read the Mediation Terms and Conditions set out in Part E. By submitting this booking form and paying the booking fee, you confirm consent to mediate under this mediation agreement and accept the Mediation Terms and Conditions set out in Part E.
- Ensure BACS payments include reference to party names.
- Once received from Party B, CEDR will contact both parties with mediator

PART A

1. The Parties to this mediation

Party A / Claimant

and

Party B / Defendant(s)

and

CEDR of 70 Fleet Street, London EC4Y 1EU

and

The Mediator provided by CEDR



2. Agreed mediation date

Please specify the dates on which you are available to mediate in order of preference:

PART B (To be completed by or on behalf of the Claimant)

3. Party A / Claimant

Full name:

Organisation:

Street
Address:

Town:

County:

Postcode:

Contact Tel:

E-mail
address:



4. Party A Claimant Representation (if applicable)

Full name:

Firm name:

E-mail
address:

Tel:

5. Issues in dispute

Please provide (in brief) Party A's Claim summary including any financial claim.



6. Party A - Agreement to proceed

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

You should read the Mediation Terms and Conditions carefully before sending the booking form to CEDR and paying the booking fee. If you do not understand any point please ask for further information.

By submitting the booking 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 E.

Now send this document to Party B (who will have full sight of Part A) with copy sent to adr@cedr.com quoting reference ADC Mediation.

You must arrange for payment of the mediation fee at time of application to CEDR.

See payment details PART D page 7 of this agreement.



PART C (to be completed by or on behalf of the Defendant)

7. Party B / Defendant

Full name:

Organisation:

Street Address

Town:

County:

Postcode:

Contact Tel:

E-mail address:

8. Party B Defendant Representation (if applicable)

Full name:

Firm name:

E-mail address:

Tel:



9. Issues in dispute

Please provide (in brief) Party B's response to Party A's Claim summary.

10. Party B - Agreement to proceed

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

You should read the Mediation Terms and Conditions carefully before sending the booking form to CEDR and paying the booking fee. If you do not understand any point please ask for further information.

By submitting the booking 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 E.

You must arrange for payment of the mediation fee at time of application to CEDR.

See payment details PART D page 5 of this agreement.



PART D

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 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 E

Mediation Terms and Conditions

IT IS AGREED THAT:

Mediation Agreement

1. The contract for the mediation will come into existence between Party A (the Claimant), Party B (the Defendant), the Mediator(s) and CEDR on the date that CEDR confirms 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 (the Claimant) and Party B (the Defendant) and each party has confirmed to CEDR its agreement to the Mediation and the Mediation Terms and Conditions set out in this part E.



2. 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 (the Claimant) and/or Party B (the Defendant).

General terms and conditions applicable to Party A (the Claimant) and Party B (the Defendant)

3. Parties agree to share all fees and expenses unless otherwise expressly agreed between them.
4. Should the mediation go beyond the agreed timeframe, parties agree to pay the extra hourly rate stipulated.
5. 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 normally required to provide mediation under this 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 may decline to provide the service.
6. Parties agree to pay the Mediators' expenses to attend the mediation.
7. Parties agree to pay the cost of the mediation venue.
8. All fees quoted are exclusive of VAT which will apply at the prevailing rate.
9. Once booked the mediation fee is non-refundable.

The Mediation

10. Party A (the Claimant) and Party B (the Defendant) agree to attempt in good faith to settle their dispute at the Mediation. The Mediator agrees to conduct and Party A (the Claimant) and/or Party B (the Defendant) agree to participate in the Mediation in accordance with this agreement to mediate and consistent with the current version of the CEDR Model Mediation Procedure and the CEDR Code of Conduct for Third Party Neutrals.

Authority and status

11. 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

12. Every person involved in the Mediation:
 - a. will keep confidential all information arising out of or in connection with the Mediation, including the 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; and
 - 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. 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, unless required by law to make disclosure. 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

13. 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

14. Party A (the Claimant) and Party B (the Defendant) 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.
15. 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.
16. 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
17. act as a witness, expert, arbitrator or consultant in any such process. If any Party does



18. 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.
19. 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 (the Claimant) and Party B (the Defendant) to CEDR under or pursuant to these Mediation Terms and Conditions. This clause 19 shall not limit Party A (the Claimant) and/or Party B (the Defendant) obligation to pay the booking fee or any other mediation fees.

Settlement formalities

20. 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

21. 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 this these Mediation Terms and Conditions and the Mediation.
22. 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 E

23. To be signed by CEDR and the Mediator