



Pandemic Business Dispute Resolution Service Facilitated Contract Negotiation Booking Form and Facilitated Contract Negotiation Agreement

What is this Booking Form for?

- To book a CEDR Neutral to conduct a Facilitated Contract Negotiation under the Pandemic Business Dispute Resolution Service.
- Once received from Party B, CEDR will contact both parties with Neutral

What do I need to do?

- Both Parties to complete Part A.
- Party A to complete Part B and
- Party B Part C.

Before submitting this booking form you must:

- Ensure you have read the Facilitated Contract Negotiation Terms and Conditions set out in Part E. By submitting this booking form and paying the booking fee, you confirm consent to negotiate under this Facilitated Contract Negotiation agreement and accept the Facilitated Contract Negotiation Terms and Conditions set out in Part E.**
- Ensure the correct claim value is declared - The parties will be liable for significant additional fees if the value is deemed to be incorrect at a later date.**
 - The fee per party is payable at the time of application, please ensure BACS payments include reference to party names.**

Please select the service you require		Cost per party
Up to 10 hours including Facilitated Contract Negotiation and preparation time	<input type="radio"/>	£1000 + VAT
Cost per party:		
Up to 5 hours including Facilitated Contract Negotiation and preparation time	<input type="radio"/>	£500 + VAT
Cost per party:		
Payment of the Facilitated Contract Negotiation fee is required at time of application.		
All fees are exclusive of VAT		



PART A General information

1. The Parties to this Facilitated Contract Negotiation

Party A and
Party B
and

CEDR of 70 Fleet Street, London EC4Y 1EU

and

The Neutral provided by CEDR



2. Agreed Facilitated Contract Negotiation date

Please specify the specific date the parties have agreed to negotiate:

PART B (To be completed by or on behalf of Party A)

3. Party A

Full name:

Organisation:

Street Address:

Town:

County:

Postcode:

Contact Tel:

E-mail address:



Payment is due when Party B submits a fully completed application form. You must arrange for payment of the Facilitated Contract Negotiation fee to CEDR within 24 hours of Party B submitting the fully completed form. The payment details are set out in Part D.

4. Party A 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 Facilitated Contract Negotiation Terms and Conditions are set out in Part E. You should read the Facilitated Contract Negotiation 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 Facilitated Contract Negotiation of the dispute; and (c) you agree, on behalf of Party A, to the Facilitated Contract Negotiation 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 Pandemic Business Dispute Resolution Service.

You must arrange for payment of the Facilitated Contract Negotiation fee at time of application to CEDR.

The payment details are set out in PART D of this agreement.

Payment is due when Party B submits a fully completed application form. You must arrange for payment of the Facilitated Contract Negotiation fee to CEDR within 24 hours of Party B submitting the fully completed form. The payment details are set out in Part D

PART C (to be completed by or on behalf of Party B)

7. Party B

Full name:

Organisation:

Street Address:

Town:

County:

Postcode:

Contact Tel:

E-mail address:



Party B Representation (if applicable)

Full name:

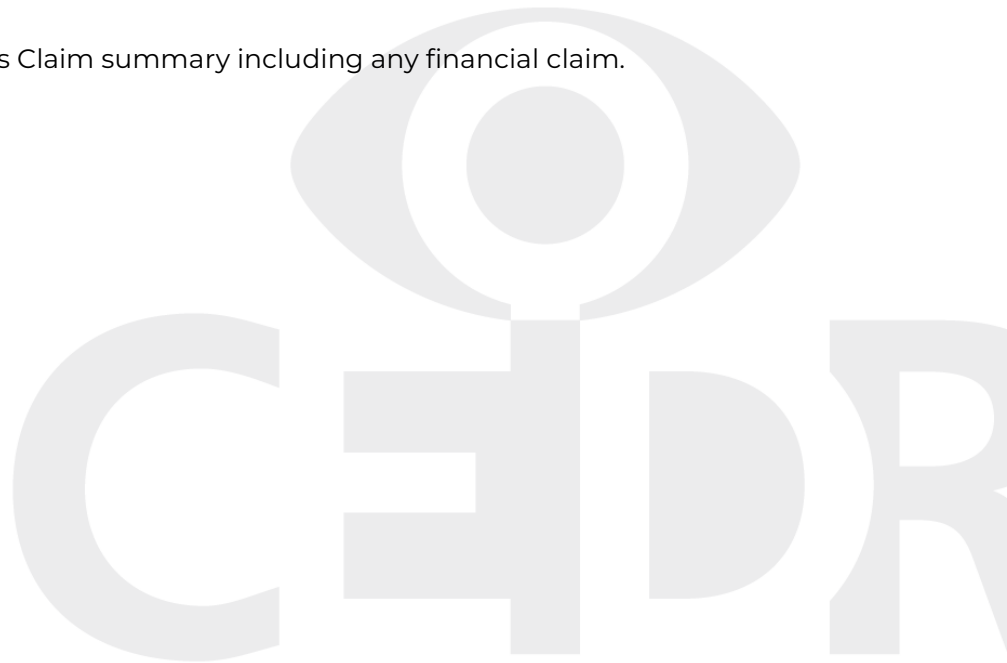
Firm name:

E-mail address:

Tel:

8. Issues in dispute

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



Party B - Agreement to proceed

The Facilitated Contract Negotiation Terms and Conditions are set out in Part E.

You should read the Facilitated Contract Negotiation 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 Facilitated Contract Negotiation of the dispute; and (c) you agree, on behalf of Party B, to the Facilitated Contract Negotiation Terms and Conditions, as set out in Part E.

Payment is due when Party B submits a fully completed application form. You must arrange for payment of the Facilitated Contract Negotiation fee to CEDR upon submitting the fully completed form. The payment details are set out in Part D



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 Facilitated Contract Negotiation 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

Facilitated Contract Negotiation Terms and Conditions

IT IS AGREED THAT:

Facilitated Contract Negotiation Agreement

1. The contract for the Facilitated Contract Negotiation will come into existence between Party A, Party B, the Neutral(s) and CEDR on the date that CEDR confirms the Facilitated Contract Negotiation is booked with a Neutral(s) on a date agreed by the parties, which shall be after CEDR has received the full Facilitated Contract Negotiation fee from Party A and Party B and each party has confirmed to CEDR its agreement to the Facilitated Contract Negotiation and the Facilitated Contract Negotiation Terms and Conditions set out in this part E.
2. The Facilitated Contract Negotiation will begin from the moment that the Neutral first communicates with either of the Parties and will continue until the date agreed by the Neutral and the Parties.

3. In the event that CEDR cannot arrange a Facilitated Contract Negotiation 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.

General terms and conditions applicable to Party A and Party B

- The Host shall mean any and all of the following:
 - (a) the person allocated the role of [“Host”] by the Communication Service Provider;
 - (b) the person who is the lead participant; or
 - (c) the person in control of the Communications Service Provider platform.
 - (d) The Parties agree that for the purposes of the Facilitated Contract Negotiation the Neutral will be the Host of the Communications Service Provider, unless otherwise agreed by all Parties.
 - (e) Parties agree to share all fees and expenses unless otherwise expressly agreed between them.
- Should the Facilitated Contract Negotiation go beyond the time provided for under the selected service, parties agree to pay an hourly rate of £125 per party for any additional hours used.
- Should the parties require the Neutral to consider voluminous material or engage in substantial pre-Facilitated Contract Negotiation contact, which in the reasonable view of CEDR and or Neutral is above the level normally required to provide Facilitated Contract Negotiation 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.
- All fees quoted are exclusive of VAT which will apply at the prevailing rate.
- Once booked the Facilitated Contract Negotiation fee is non-refundable.

The Facilitated Contract Negotiation

9. Party A and Party B agree to attempt in good faith to settle their dispute at the Facilitated Contract Negotiation. The Neutral agrees to conduct and Party A and/or Party B (agree to participate in the Facilitated Contract Negotiation in accordance with this agreement to negotiate and consistent with the current version of the CEDR Model Facilitated Contract Negotiation Procedure and the CEDR Code of Conduct for Third Party Neutrals.

Authority and status

10. The person agreeing to the Facilitated Contract Negotiation and these Facilitated Contract Negotiation 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 Facilitated Contract Negotiation to observe these Facilitated Contract Negotiation Terms and Conditions, and also having authority to bind that Party to the terms of any settlement.

Confidentiality and without prejudice status

11. Every person involved in the Facilitated Contract Negotiation:
 - (a) will keep confidential all information arising out of or in connection with the Facilitated Contract Negotiation, including but not limited to communications relating to the set-up and scheduling of the Facilitated Contract Negotiation, the discussions had leading up to and at the Facilitated Contract Negotiation, and terms of any settlement, unless otherwise agreed by the Parties in writing but not including the fact that the Facilitated Contract Negotiation 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 Neutral 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 Facilitated Contract Negotiation; and
 - (d) will ensure that only those persons notified in writing by a Party to the Neutral and other Party prior to the commencement of any part of the Facilitated Contract Negotiation may be present in the room where that Party's computer is located.
12. Where a Party privately discloses to the Neutral or CEDR any information in confidence before, during or after the Facilitated Contract Negotiation, the Neutral 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 Facilitated Contract Negotiation Procedure. The Parties agree, however, that the Neutral may disclose such information to CEDR provided that such disclosure is made by the Neutral and received by CEDR in confidence.

Liability

13. Nothing in these Facilitated Contract Negotiation Terms and Conditions shall have the effect of excluding or limiting any liability which cannot be excluded or limited in law.
14. Party A and Party B each agree that CEDR:
 - (a) assumes no responsibility for the conduct of the Facilitated Contract Negotiation by the Neutral(s) nor the outcome of the Facilitated Contract Negotiation, including any professional judgments contained therein, and CEDR shall not be liable for loss or damage that may arise from the conduct of the Facilitated Contract Negotiation or the outcome of the Facilitated Contract Negotiation;
 - (b) is not liable for any claim in relation to the suitability of the appointment of any Neutral(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 Facilitated Contract Negotiation Terms and Conditions) in respect of the Neutral(s), the Facilitated Contract Negotiation and the outcome of the Facilitated Contract Negotiation.
15. Subject to these Facilitated Contract Negotiation 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 Neutral and CEDR do not give legal advice and agree that they will not make any claim against the Neutral or CEDR in connection with this Facilitated Contract Negotiation. The Parties will not make an application to call the Neutral or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the Facilitated Contract Negotiation, in any litigation, arbitration or other formal process arising out of or in connection with their dispute and the Facilitated Contract Negotiation; nor will the Neutral 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 Neutral 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 Neutral's standard hourly rate for the Neutral's time spent in resisting and/or responding to such an application.
19. Subject to these Facilitated Contract Negotiation 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 Facilitated Contract Negotiation 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 Facilitated Contract Negotiation Terms and Conditions. This clause 19 shall not limit Party A and/or Party B obligation to pay the booking fee or any other Neutral fees.

Settlement formalities

20. No terms of settlement reached at the Facilitated Contract Negotiation 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 Facilitated Contract Negotiation

- 21. These Facilitated Contract Negotiation 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 Facilitated Contract Negotiation Terms and Conditions and the Facilitated Contract Negotiation.
- 22. The referral of the dispute to the Facilitated Contract Negotiation 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 Facilitated Contract Negotiation, the Parties' right to a fair trial remains unaffected.

PART E

- 23. To be signed by CEDR and the Neutral

CEDR:

Date

Neutral:

Date

