

Terms and Conditions for Mediation Services Conducted by National Dispute Resolution

1. General

- 1.1. These Conditions shall govern each Contract to the exclusion of any conditions of the Buyer (including any terms or conditions which the Buyer purports to incorporate through any purchase order, confirmation of order, specification, or other document) except to the extent that additional or alternative conditions are agreed or stated in writing by the Company to apply. These Conditions may not be varied or waived except with the express written agreement of the Company. The failure of the Company to enforce its rights under a Contract at any time for any period of time shall not be construed as a waiver of any such rights
- 1.2. A Contract shall be formed when National Dispute Resolution sends formal confirmation of the arrangement of a mediation session or upon payment of an invoice for mediation services issued by National Dispute resolution.
- 1.3. Each party to mediation is separately responsible for the fee invoiced directly to them. This may be either the whole fee payable for that session or that parties own share, subject to the individual circumstances of the session. The invoice issued reflects the fee payable by that individual for the services contracted for.

2. THE MEDIATION SESSION

- 2.1. The mediation session/services include the session itself, preparation and reading time, pre-session mediation meetings, and clerking services conducted. Mediation services will be seen to have commenced as soon as any of the above steps have taken place and all parties to the session agree that to this.
- 2.2. Any communication in relation to the dispute between a party and the mediator including any co-mediator or mediation clerk will be seen as a mediation communication and subject to the confidentiality terms contained in this agreement.
- 2.3. Each party shall as part of the contracted price, unless expressly agreed otherwise, to be invited to take part in a pre-session mediation meeting with the mediator by telephone, zoom or similar of up to one hours length.
- 2.4. As services will be rendered within the first 14 days of booking, parties request that such services are rendered immediately and agree to waive any right to cancel this contract within the first 14 days such as under the Consumer Contracts Regulations.
- 2.5. The parties agree to arrange an appropriate and safe venue for any face to face element of mediation, if planned to take place. Where the parties request that the company arrange this, and where an invoice is issued in whole or in part for such a venue, then the parties agree to adhere to any terms and conditions issued by the venue. This includes any cancellation and refund terms and conditions imposed by the venue upon the company.
- 2.6. The Mediator shall be entitled to conduct the mediation process at his discretion, including the structure of the process, the attendance of participants, the agreeing of a timetable for the exchange of any relevant information or documentation, and the scheduling and re-scheduling of meetings with the parties, both before and during the mediation, whether in private caucus or with the parties jointly.

3. FEES, EXPENSES AND COSTS

- 3.1. The cost for the mediation services rendered will be those contained in the invoice or quoted on the website and is exclusive of the hire costs of the mediation venue and any incurred expenses of the mediator unless specifically agreed beforehand and noted on the invoice.
- 3.2. The hours of the mediation session will be that quoted on the invoice plus;
 - 3.2.1. Preparation and reading time of up to 4 hours total including;
 - 3.2.1.1. Review of a mediation bundle, where supplied, up to 250 pages in length
 - 3.2.1.2. Where such a bundle is over 250 pages, the parties agree to an additional charge of £0.20 per additional page submitted, to be borne by all parties to the mediation unless otherwise agreed with the company.
 - 3.2.2. One, one hour pre-session meeting with each party as in 2.3
- 3.3. Where mediation extends past the hours quoted on the invoice, any additional hours will be chargeable at the rate of £140 per hour per party, in addition to any incurred venue costs and expenses. Parties will be notified prior to the incurring of any charge.
- 3.4. Each party will pay its own costs and expenses in relation to any attendance at the mediation session or additional work instructed save as to;
 - 3.4.1. Where a party is represented at the mediation by a legal representative, that legal representative is liable for their client's share of the costs in 2.1 in the same way as they are liable for disbursements incurred in any litigation.
 - 3.4.2. Each party will pay its own costs and expenses in instructing any legal representative to prepare for and/or participate in, the Mediation. Unless agreed otherwise and prior to the mediation session.

4. LEGAL ADVICE

- 4.1. A party does not require legal representation to take part in mediation
- 4.2. Where a party is not legally represented, they are advised to obtain independent legal advice before, during and after the mediation and prior to finalising any agreement reached pursuant to the mediation.
- 4.3. The parties recognise that the Mediator will not offer legal advice nor act as a legal advisor for any party nor will they provide any party with a legal analysis with respect the a party's legal position or rights. Nothing said or done during mediation will constitute such advice at any time.

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5. CONFIDENTIALITY

- 5.1. Everyone involved in any manner in the Mediation undertakes to each other that, unless otherwise agreed to in writing by the Parties or their respective advisers, they shall maintain and respect the confidentiality of any and all information of any nature made or produced for, or arising in connection with, the Mediation, save:
 - 5.1.1. as may be required by law, in particular relating to disclosed or proposed criminal activity, whether under the Proceeds of Crime Act 2002 and/or any other regulations relating thereto or otherwise to report to the National Crime Intelligence Service any knowledge or suspicion relating to the involvement of the proceeds of crime (including tax evasion) and is precluded by law from informing the Parties of his/her intention to do so; and/or
 - 5.1.2. insofar as any Party needs to disclose any such information in order to comply with any statutory obligation or obtain professional advice;
 - 5.1.3. where the Mediator believes that information should be passed on for welfare reasons or other reasons that the Mediator deems fit; and/or
 - 5.1.4. as may be necessary to implement and/or enforce any settlement agreement.
- 5.2. Everyone involved in the Mediation also agrees to keep confidential and regard as privileged and shall not use what happened or what was said at the Mediation and/or the terms of any settlement (unless the settlement agreement has its own confidentiality terms in which case those terms shall prevail).
- 5.3. Everyone involved in the Mediation also recognises that the Mediation is for the purpose of attempting to achieve a negotiated settlement and as such all documents, correspondence, information or other material (in any format) and/or matters of any nature made or produced for, or arising in connection with, the Mediation is without prejudice and will be inadmissible in any litigation or arbitration of the Dispute.
- 5.4. Evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the Mediation.
- 5.5. The Parties, their advisers or representatives will not take steps in any jurisdiction to require or compel the Mediator or any other person attending the Mediation to act as a witness in any proceedings connected in any way with the Mediation or the subject matter of the Dispute, or to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings, unless such documents or information would have been admissible or disclosable in any event.
- 5.6. Every person involved in the Mediation will keep confidential and not use for any collateral or ulterior purpose the fact that the Mediation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the dispute of that fact.
- 5.7. Where the Mediation has taken place as a result of a Court order, the Parties agree that the Court can be notified of the fact that the case has resolved through mediation and if not resolved that a mediation has taken place. The notification will come from the parties and take the form of a letter agreed between the parties at the conclusion of the Mediation. The notification will not disclose the terms of any settlement, unless otherwise agreed by the Parties.
- 5.8. NDR may anonymise data from these sessions for the use in statistical analysis only. Any such information will not record any case specifics or party names.
- 5.9. All documents, statements, information and other material produced prior to or during the course of the mediation, save to the extent those documents disclosed already and in the domain of the litigation, whether in writing or orally, shall be held in confidence by the Parties and shall be used solely for the purposes of the Mediation.

6. EXCLUSION OF LIABILITY

- 6.1. The Mediator shall not be liable to the Parties or anyone involved in the Mediation for any act or omission in connection with the services provided by them, or in relation to, the Mediation, unless the act or omission is shown to be fraudulent or in bad faith. This exclusion clause applies subject to any applicable law.

7. HUMAN RIGHTS AND LAW AND JURISDICTION

- 7.1. The referral of this dispute to Mediation does not affect the rights that may exist under Article 6 of the European Convention on Human Rights. If the dispute is not settled by mediation, the Parties' right to a fair trial remain unaffected.
- 7.2. This Mediation Agreement shall be governed by, construed and take effect in accordance with English Law.

8. APPOINTMENT OF A CO-MEDIATOR

- 8.1. The Mediator shall be entitled to appoint an Assistant/Co-Mediator of his own choice at no further cost to the parties.