

MEDIATION AND RESOLUTION SERVICES LIMITED STANDARD TERMS AND CONDITIONS

First Edition: October 2020

CONTRACTING PARTIES

1. Mediation and Resolution Services Limited (“MRSL”) is a limited liability company domiciled entirely in England and incorporated under the laws of England and Wales, Company number 12852158.
2. The Parties’ contract is with MRSL to provide Mediation Services, not the Mediator.
3. The Mediation Services are as set out in MRSL’s Standard Mediation Agreement which is incorporated by reference.
4. MRSL will provide the services of the Mediator. Unless otherwise stated at the time MRSL are retained the Mediator will be Anthony Hobkinson.

SHARING OF FEES AND COSTS

5. Absent any binding agreement to the contrary, all fees and expense payable to MRSL will be divided into the same number of shares as the number of Parties participating in the mediation, and each Party will pay one share. (So, for example, if five Parties are participating each will pay 20% of MRSL’s fees and expenses.)
6. However where several parties are represented by the same Legal Representatives that will count as one share unless the Mediation Agreement specifies differently. (So, for example, if five Parties are participating and two are related companies represented by one law firm, those two companies would pay 25% of MRSL’s fees and expenses between them, and the other three Parties would each pay 25%.)
7. These cost sharing arrangements may be varied by the mutual agreement of the Parties but this must be done in writing and agreed by MRSL when MRSL is first retained.

MEDIATION FEES

8. Unless otherwise agreed in writing, the Parties will pay MRSL a fixed fee covering the Mediator’s preparation time and attendance at the Mediation Meeting.
9. The fixed fee includes the following:
 - a. The day of the Mediation Meeting of up to 8 hours including any breaks, or a half day of up to 4 hours including breaks; and

- b. The Mediator's reading and preparation time, including any pre-mediation discussions between the Mediator and the Parties or their representatives.
 - c. Any additional time on the day of the Mediation Meeting or thereafter until the Mediation is terminated will be charged at the then applicable Mediator's hourly rate. The Parties must tell the Mediator in advance if they do not wish to exceed the number of hours allowed for in the fixed fee. If they do not then additional time will be payable.
10. As an alternative to a fixed fee MRSL will agree with the Parties an hourly rate but this must be done at the time MRSL is first retained.
11. VAT may be payable on the fixed fee or hourly rates including additional hours charged. ¹
12. MRSL'S normal mediator rates are available on request. Parties are strongly encouraged to discuss the scope, value, and complexity of the proposed mediation with MRSL ahead of retaining them so that the fees most closely reflect the likely value and complexity of the Dispute.

DISBURSEMENTS

13. The Parties will reimburse MRSL for all reasonable expenses incurred by them or the Mediator in the preparation for and conduct of the Mediation, such as travel, accommodation and sustenance. All disbursements will be charged at cost and will include VAT where paid.
14. Travel will be on the following basis:
- a. Rail: standard class for up to 2 hours per journey; first class if over 2 hours
 - b. Car: 0.50p per mile plus parking and any congestion charges
 - c. Air travel: premium economy for flights up to 3 hours in duration (or economy if premium is not available) and business class for flights of over 3 hours
 - d. All tickets will be booked on a flexible basis rather than the cheapest fixed basis to allow for unplanned changes in the Mediation timings.
15. MRSL will not charge the parties for their administrative time and secretarial expenses.

VENUE AND ROOM ARRANGEMENTS

16. Unless otherwise agreed, the Parties are responsible for arranging the venue for the Mediation Meeting and paying the costs of all rooms and any technological equipment needed to conduct the Mediation. For in person meetings this should include:
- a. One room for each party and their representatives; and
 - b. One room large enough to accommodate all parties for any joint sessions; and
 - c. One room for the mediator

¹ As at October MRSL is not VAT registered

17. If MRSL agrees with the Parties to make arrangements for the venue hire those costs will be invoiced by and payable in full to MRSL immediately on those costs being incurred or 7 calendar days before the Mediation takes place, whichever is the earliest.
18. For online mediations each Party will be responsible for arranging any rooms needed by them from which to conduct the online discussions as well as any computer or technological equipment and internet access.

TIME AND RESPONSIBILITY FOR PAYMENT

19. MRSL's invoices must be paid by electronic transfer to the account shown on the invoice within 14 calendar days of receipt of that invoice or earlier if required by any provisions below.
20. If the Parties are legally represented, the Parties and their legal representatives are jointly and severally liable to pay any sums due to MRSL.
21. Interest will be charged on overdue amounts at the rate of 5% per annum.
22. The fixed fee and expenses will be payable as follows:
 - a. A non-refundable deposit of £500 when MRSL is first retained;
 - b. The balance of the fixed fee (less the deposit paid) either 7 calendar days before the Mediation Meeting commences or on the day when the Mediator is required to begin preparation for the Mediation, whichever occurs sooner;
 - c. Any further fees and any all expenses incurred by MRSL will be invoiced on termination of the Mediation, however
 - d. if the Mediation is not terminated but continues for more than 7 calendar days after the original date scheduled for the Mediation Meeting, all fees and expenses incurred to that point will be invoiced by MRSL.
23. Notwithstanding clause 21. Above, if MRSL incurs expenses that either individually or in aggregate exceed £500 they may be invoiced by MRSL at any time.
24. In the event any payments due have not been received by MRSL before the Mediation Meeting, MRSL may in its absolute discretion withdraw the Mediator's services, or MRSL may allow the Mediation Meeting to proceed if appropriate irrevocable undertakings on payment have been received from the Parties' legal representatives.

CANCELLATION

If the Mediation Meeting is cancelled the following will be payable:

25. Fees:
 - a. the non-refundable deposit; and

- b. if cancellation occurs more than 14 calendar days before the scheduled Mediation Meeting date the Parties will not pay the Fixed Fee but instead pay for the Mediator's actual time spent up to that point at MRSL's then applicable hourly rate, but capped at the equivalent of 50% of the Fixed Fee; or
 - c. if cancelled between 7 and 14 calendar days before the scheduled Mediation Meeting, 50% of the fixed fee; or
 - d. if cancelled less than 7 calendar days before the Mediation Meeting 75% of the Fixed Fee.
26. Expenses: all irrecoverable costs and disbursements incurred by MRSL such as but not limited to venue hire, hotel bookings and travel costs.

POSTPONEMENT OR ADJOURNMENT

27. If the Mediation Meeting is postponed before the scheduled Mediation Meeting date the Parties will pay MRSL any irrecoverable disbursements and expenses incurred as a result.
28. No cancellation fee will be payable provided that within 4 weeks from the time of the postponement a new Mediation Meeting date is re-booked with MRSL.
29. If no re-booking occurs with MRSL within that 4-week period then the Parties will pay MRSL an amount equivalent to the sum that would have been payable had the Mediation Meeting been cancelled at the time it was postponed.
30. If the Mediation Meeting begins but is adjourned at the Parties' request 100% of the Fixed Fee and any irrecoverable disbursements and expenses will be payable.