



Jon Whitworth Mediation

Mediation Terms and Conditions

These terms and conditions must be read in conjunction with the Mediation Agreement sent to the parties and are incorporated into the Agreement. If there is any conflict between these terms and conditions and the Mediation Agreement the latter shall prevail.

Liability for Mediation Fees

- Unless the parties agree otherwise, they will pay in equal shares the mediation fee and any other expenses.
- Responsibility for the fee and expenses rests with the solicitors where instructed, or with the individual party if unrepresented.
- The amount in dispute will be calculated as the value of the claim and any counterclaim. The fee will be set accordingly. If during the mediation, it becomes apparent that the amount in dispute is higher than the amount notified, I reserve the right to invoice the parties for any additional mediation fees payable.

Invoicing

- In most mediation instructions, two invoices will be issued:
 - Deposit invoice – for the costs of the scheduled period of fixed fee and any venue costs
 - Balance invoice – for any additional mediation time or venue fees of not previously invoiced.



- The Deposit invoice is payable no later than seven working days in advance of the mediation or in full upon receipt if issued within seven days prior to mediation, as a precondition to the mediation taking place.
- Where a Deposit invoice is not settled in full prior to mediation, I may allow the mediation to proceed subject to the instructing solicitor undertaking in writing to settle the full amount of the invoice, if still unpaid by the client, within two days of the date of the mediation.
- All other invoices (including the Balance invoice) are payable in full within seven days of the date of issue, unless agreement is reached to the contrary.
- All fees are exclusive of VAT.

Cancellation Policy

The following charges are payable if the mediation is:

- Postponed but re-booked within four weeks only irrecoverable expenses such as venue cancellation fees or travel costs already incurred will be charged.
- Cancelled more than seven days before it is due to take place, there will be no cancellation fee, except for any irrecoverable expenses (eg venue cancellation fees) and any preparation time already spent by me.
- Cancelled less than seven days before it is due to take place, any irrecoverable expenses (eg venue cancellation fees) and 100% of the deposit.
- Preparation time is charged at the hourly rate for the additional time shown in the Mediation Agreement.

