

# Withy King Mediation Services

## Terms and Conditions

The following Terms and Conditions apply to all mediation undertaken by Mediators providing a mediation service on behalf of Withy King Solicitors (“WK”). All mediation services are provided by qualified mediators under the brand name of Withy King Mediation Services (“WKMS”). The appointment of a mediator does not establish any solicitor/client relationship between the parties and the mediator, WK or WKMS

### Fees

1. The following charges will apply to all mediations conducted by WKMS. Rates quoted for Full day mediations cover a period from 9am to 5pm. Any additional time will be charged at £150 plus VAT per party for each additional hour or part of an hour.

<b>Amount in Dispute</b>	<b>Duration of Mediation</b>	<b>Fees per party (exclusive of VAT)</b>
Limited issues £15,000 maximum	3 hours  (can be extended by agreement - subject to payment of additional fee)	£375 per party  (£120 per hour thereafter)
£15,000 – £50,000	Full day	£850
£50,000 - £150,000	Full day	£1100
£150,000 - £300,000	Full day	£1400
£300,000 - £750,000	Full day	£1700
£750,000 - £1m	Full day	£2000
£1m - £3m	Full day	£2500
£3m +	Full day	<b>By negotiation</b>

2. The amount in dispute will be the greater of the value of the claim or the value of any counterclaim, and WKMS reserves the right to charge the parties any additional fees that might be payable (calculated in accordance with the schedule above) in circumstances where it becomes apparent either before, during or upon the conclusion of any mediation that the amount in dispute is higher than that represented to WKMS by the parties.
3. The fee charged includes reasonable preparation time.

4. In the event that a second day is required, the daily rate applicable will be reduced by 15% for each party.

### **Liability for Fees**

5. The parties are jointly responsible for payment of the mediator's reasonable expenses associated directly with the attendance of the mediator at the mediation appointment. Full details of the nature of such expenses will be provided upon request. Parties are advised that venue costs not included in the fees.
6. Where the parties are represented by solicitors the responsibility for payment of the fee lies with the solicitors concerned. WK will invoice each party, or their solicitor if represented, in respect of their share of the overall fee to be paid in respect of the mediation appointment for the allotted time in accordance with the schedule above. That invoice ("the Principal Invoice") is to be paid in full by the party, or their solicitor if represented, prior to the mediation.
7. If any Principal Invoice is not paid in full at least 7 days in advance of the date for the mediation appointment WK and WKMS reserve the right to cancel the mediation appointment and seek recovery of the amount due under the Principal Invoice from the party in default.
8. WK will issue a second invoice ("the Additional Invoice") to each of the parties, or their solicitors where appropriate, after the mediation has concluded in respect of any additional fees arising out of an extension of the time period originally scheduled, and in respect of any expenses incurred by the mediator in accordance with paragraph 4. If WK have provided the venue for the mediation then this additional cost, at the rate to be agreed with the parties prior to the mediation, will also be charged in the Additional Invoice.
9. The Additional Invoice is payable within 30 days and WK reserves the right to charge interest on unpaid invoices at the rate of 2% above HSBC Plc base rate on a monthly basis.

### **Cancellation**

10. If the parties decide to cancel a mediation appointment they must give at least 14 days notice to the mediator or to WKMS. In such circumstances the parties will be liable to pay to WK any expenses already incurred and 15% of the original fee to cover preparation time and administrative time incurred by the mediator.

### **General conditions**

11. The parties will be required to sign a Mediation Agreement in advance of the mediation appointment. The Mediation Agreement will detail the arrangements in respect of the mediation appointment and will also be subject to these terms and conditions. The Mediation Agreement confirms that the parties understand the procedure to be applied at the mediation appointment.
12. The mediator is authorised by the parties to discuss any aspect of the parties' position within the context of the dispute, save and to the extent that either party expressly and in writing stipulates to the contrary.
13. The parties, and their legal representatives, agree to act in a cooperative manner and to provide the mediator with any information with regards to their position as is reasonably requested by the mediator in advance of the mediation appointment.