

Terms and Conditions for the Provision of Commercial Mediation Services

Effective July 2024

CEDR Services Ltd
100 St. Paul's Churchyard
London
EC4M 8BU

(0)20 7536 6000
cedr.com/commercial
adr@cedr.com



Bookings

1. A mediation booking will be confirmed once CEDR has received written confirmation or a completed booking form from all parties that they wish to proceed.
2. The mediator remains free to accept other assignments until such time as the booking is confirmed by all parties, including CEDR.

Fees

3. The Mediation Fee will be calculated using the fee estimate provided by CEDR at the time of enquiry and/or booking.
4. The parties will be responsible for the Mediation Fee in equal shares, unless otherwise agreed in writing by all parties and by CEDR.
5. All fees quoted are exclusive of VAT which will apply at the prevailing rate.
6. A payment on account will be required from the parties in advance of the mediation for all matters except those taking place under the NHS Resolution Mediation Service.
7. All reasonable expenses incurred by the mediator will be payable at cost as follows:
 - a) In relation to mediation under CEDR's Fixed Fee Service and CLCC mediation scheme:
 - Up to and including £150.00 per party without prior client notification and
 - In excess of £150 per party with advance client notification.
 - b) In relation to all other mediations:
 - Up to and including £250.00 per party without prior client notification and
 - In excess of £250 per party with advance client notification.
8. The cost of the mediation venue and any catering or additional services is not included in the mediator's fees.

Payment Terms

9. The payment on account must be made by the parties no later than the date stated on the invoice. Failure to provide funds on account will lead to the mediation booking being released by the mediator and cancellation fees applied if applicable.

10. Where a party is represented by a firm of solicitors which arranges the mediation booking and receives the invoice for the mediation fees on behalf of that party, that firm of solicitors shall arrange payment of the invoice(s) and will be jointly and severally liable for their client's share of the mediation fees.
11. Following the mediation, the parties will be invoiced for any additional fees and/or expenses that have been incurred over and above that covered by the initial payment on account. Payment terms of 30 days shall apply.
12. The mediation day rate for a standard mediation, and all fees under CEDR's fixed fee service or other mediation schemes constitute a minimum charge. Any surplus funds held by CEDR for preparation time invoiced on account for a standard mediation will be refunded within 30 days of the mediation's conclusion.
13. The following cancellation fees apply to all postponed and cancelled mediations, (except for mediations conducted under the NHS and High Court Appeals Mediation Schemes in which case please refer to the relevant scheme guidance [here](#) on CEDR's website)

CANCELLATION FEE CALCULATOR	
Notice (Working days)	Fee Payable (% of payment on account)
greater than 20 days	£200 per party
20-11 days	50%
10 days or less	100%

14. Any expenses incurred by CEDR or the Mediator will also be payable in full regardless of the cancellation notice given by the parties.
15. Cancellations must be notified in writing in a single communication sent to CEDR, the mediator and to all other parties.
16. All cancellation fees will be shared equally between the parties in any event.
17. These cancellation provisions are applicable without prejudice to a party's right to recover costs from any party it may consider to be at fault for the cancellation.