

Mediation services

Terms and Conditions

Dispute Resolution

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

Fees

- The following charges will apply to all mediations conducted by RWKMS. 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.

Amount in Dispute	Duration of Mediation	Fees per party (exclusive of VAT)
Limited issues £15,000 maximum	3 hours (can be extended by agreement - subject to payment of additional fee)	£600 per party (£150 per hour thereafter)
£15,000 – £50,000	Full day	£1,000
£50,000 - £150,000	Full day	£1,250
£150,000 - £300,000	Full day	£1,500
£300,000 - £750,000	Full day	£1,750
£750,000 - £1m	Full day	£2,000
£1m - £3m	Full day	£2,500
£3m +	Full day	By negotiation

- The amount in dispute will be the greater of the value of the claim or the value of any counterclaim, and RWKMS 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 RWKMS by the parties.
- The fee charged includes reasonable preparation time.
- In the event that a second day is required, the daily rate applicable will be reduced by 15% for each party.

Liability for Fees

- 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 are not included in the fees.
- Where the parties are represented by solicitors the responsibility for payment of the fee lies with the solicitors concerned. RWK 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 RWK and RWKMS 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. RWK 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 item 4. If RWK 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 RWK 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 RWKMS. In such circumstances the parties will be liable to pay to RWK any expenses already incurred and 15% of the original fee to cover preparation time and administrative time incurred by the mediator.