



JustMediation's Fee Guidelines

and

Terms of Business

JustMediation's Terms of Business...

1. Fees and expenses, plus VAT, are shared equally between the parties Unless JustMediation is informed otherwise.
2. Fees do not include agreed expenses such as room hire, catering, and the mediator's travelling costs, all of which will be estimated at the time mediation fees are quoted.
3. The day rate is quoted inclusive of up to five hours preparation time. Preparation time spent by the mediator in excess of five hours will be charged at 10% of the daily rate per hour.
4. Just Mediation reserves the right to make a charge at 10% of the daily rate per hour for time spent at the mediation after 7pm or in subsequently continuing to mediate by telephone or by attendance in person.
5. Where a party is represented by solicitors, JustMediation's invoice will be addressed to those solicitors, who must accept liability for agreed charges and expenses.

Payment:

6. The arrangement fee and the mediation fee (based on number of days booked) and estimated expenses are payable ten working days in advance of the mediation.
7. A final balancing invoice or credit note, if applicable, will be issued and become payable immediately following the mediation or any telephone consultation.
8. Interest will be chargeable on amounts overdue at 15% pa.

Cancellation:

9. Where a cancellation is made after the mediation date has been agreed but more than ten working days ahead of the mediation date (excluding Saturday, Sunday and public holidays), the cancellation charge is the arrangement fee shared between the parties.
10. Where a cancellation is made within ten working days of the mediation date (excluding Saturday, Sunday and public holidays), 50% of agreed fees will be payable.
11. Where a cancellation is made within 48 hours of the mediation date (excluding Saturday, Sunday and public holidays), the full agreed fees will be payable.
12. All agreed expenses incurred by JustMediation and the cost of any preparation time by the mediator will be payable in full.

JustMediation's Fee Guidelines...

JustMediation's aim is to provide the services of a mediator, cost effectively and proportionately. Offering a fair resolution without undue delay or expense.

These guidelines indicate the basic rate at which JustMediation is able to provide a mediator where monetary sums are claimed or counter-claimed. However fees will be individually quoted in each case.

Where a dispute does not primarily involve monetary claims, daily or hourly rates will be quoted.

Concessionary rates and pro-bono will be considered where there is need.

| Item | Amount Payable / By whom | When Payable |
|--|---|--|
| Mediator Fees: | | |
| (a) for case review and preparation time | £ Pro Bono (Free) for up to five hours / divided equally between the parties | Review time includes initial consultation appointment and is payable prior to commencement of mediation |
| (b) for additional preparation or mediation time after 7pm | 10% of daily rate / divided equally between the parties | Within 14 days of the date of the invoice. |
| (c) Amount of claim - £100 to £500** £500 to £2,500** £2,500 to £15,000 £15,000 to £50,000 £50,000 to £100,000 £100,000 to £250,000 £100,000 to £500,000 £500,000 to £1m £1m upwards - including any counter-claim ** Small claims are time limited to 2 hours preparation and 4 hours mediation time. | Arrangement fee* (per party) £50.00 £150.00 £150.00 £150.00 £150.00 £150.00 £150.00 £150.00 £150.00 * increased by £150 for each party over two parties involved in the mediation | Mediation fee (daily rate) £0 (pro-bono) £150 £300 £600 £1,500 £2,000 £2,500 £3,000 £4,000 The fee is the total amount to be shared between the parties. Includes all telephone calls, letters and pre-mediation meeting. No extra mediation charges (unless mediator is required to stay after 7pm). Venue selection and booking service free of any administration charge. |
| Mediator Expenses: | | |
| Eg - Travel, Hotel, Postage, Photocopying | At Cost / divided equally between the parties | Within 14 days of the date of the invoice. |
| Mediation Venue: | At Cost / divided equally between the parties | At cost as agreed with the venue administrator. |
| Advice / Expert Witness: | At Cost / payable by the party appointing advisor | As agreed with adviser. |

We hereby agree to the Mediator's fees and expenses (including payment terms) referred to above:

If an apportionment of fees other than that listed above has been agreed by the parties, that apportionment is:

(Note: If no different apportionment is agreed, please insert "Not applicable" above)

| | |
|---------------------------------|-------------------------|
| For Claimant: | By: |
| [Insert name of Party above] | |
| | Signature |
| | |
| For Respondent: | By: |
| [Insert name of Party above] | |
| | Signature |
| | |
| For: Mr John NT Morrison | By: Mr John NT Morrison |
| [Insert name of Mediator above] | |
| | Signature |
| | |