



TERMS AND CONDITIONS

The decision to enter into mediation is a joint decision and one which you have both agreed to make. It is your joint responsibility to ensure that the mediation appointments are attended and entered into in a spirit of co-operation.

Before mediation can begin you must return a signed copy of these terms and conditions which **you should read before signing**. By signing you agree to be bound by these terms and conditions. These are the terms on which Fountain Mediation agrees to provide you with mediation services.

You will also be asked to sign an Agreement to Mediate. That agreement confirms your decision to enter into mediation properly and openly.

1. You agree to abide by the terms of the Agreement to Mediate.

Publicly Funded Participants

2. If you are eligible for public funding you agree to provide us, promptly on request, any information, including copies of documents, which we need to ensure that your application for public funding can be processed. Such a request will be made at the beginning of the mediation process and may be repeated if the need arises during the process.
3. If you are in receipt of public funding and your circumstances change you will notify us of the changes to allow us to reassess your entitlement to public funding.
4. You agree that if you do not provide information required and your public funding ends then you will be responsible for any outstanding costs at our normal rate.

5. We will terminate the mediation if you do not co-operate with any reasonable requests made of you in connection with an application for public funding.

Privately Paying Participants

6. If you are not entitled to public funding then you will pay our fees at, or in advance of, each mediation session. Our hourly rate is £125 plus VAT. Charges may be made for the preparation of documents at the end of the mediation process or for administrative matters during the course of the mediation. We will provide you with such charges in advance of any cost being incurred by you.
7. We will terminate the mediation if you do not pay our charges as requested.
8. If one party is eligible for public funding and the other party is not, then the MIAM appointment and the first session of mediation will be free to both parties.
9. There are occasions when appointments cannot be kept. If you are aware in advance that you cannot attend an appointment you agree to notify us as soon as you are aware of that fact.
10. If you are responsible for paying our fees the following cancellation charges will apply:

If **YOU** cancel:

Cancellation 3 or more working days in advance:	no fee
Cancellation within 2 working days of the appointment:	50%
Failure to attend an appointment without notice:	full fee

(Please note that arriving 15 minutes or later after the start time of an appointment is likely to mean that the appointment cannot go ahead. In such circumstances this will be treated as a failure to attend an appointment).

If the **OTHER PARTY** cancels:

Cancellation 3 or more working days in advance:	no fee
Cancellation within 2 working days of the appointment:	no fee
Failure to attend an appointment without notice:	25%

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Terminating Mediation

11. Since the principle of mediation is that it is voluntary you may terminate your involvement in mediation at any time. However, you will remain responsible for our fees for any work we have already undertaken for you. This means:
- (a) if you are paying our fees yourself you will pay us any outstanding money;
 - (b) if you are in receipt of public funding you will provide us with any information we need to recover our fee from the Legal Services Commission.

I understand and agree to the above.

Signed

Dated:

Signed

Dated: