

Terms of business and Costs Estimate for Mediation

We have prepared this document to make our terms and conditions of business as clear and understandable as possible, and to anticipate, as best we can, any queries you may have about working with us. However, we are always pleased to discuss any issues further if required. This is an important document and we suggest you keep it safe for future reference.

The following areas are covered in these terms of business:

1. Service standards
2. Hours of business
3. Anti-money laundering obligations
3. Financial matters (and Costs)
5. Professional indemnity insurance
6. Equality and diversity
7. Data protection
8. Complaints
9. Storage of papers
10. Review of files
11. Limitation of liability
12. Applicable law
13. Ending our services
14. Acceptance of terms and conditions

1 Service standards

We aim to provide you with high standards of service at all times. We are also committed to the Professional Standards laid down by the Solicitors Regulation Authority and the standards required for Mediation Services as set out by Resolution.

2 Hours of business

Our office hours are from 9am to 5pm Monday to Friday. Messages can be left on the answer phone outside these hours and it may be possible for appointments to take place at other times when this is essential.

Mediation appointments will be arranged in advance through agreement with both parties but if you need to contact us between appointments then please do so.

3 Anti-money laundering obligations

Evidence of identity

The law requires solicitors, banks, building societies and others to obtain satisfactory evidence of the identity of their clients and, at times, people related to the clients or their case. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable.

Unless you are an existing client who has recently supplied information, you are requested to supply; one item from List A and one item from List B. We require the originals which will be returned to you after we have taken copies.

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Driving Licence (paper) or UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Council Tax bill (provided it is fewer than three (3) months old).
3. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.
4. UK Driving Licence provided not used for proof of identity.

If you are unable to provide us with the specific identification requested, please contact our office as soon as possible so that we can discuss alternative ways to verify your identity

If you have not already provided the identification documents to us then we would suggest that you bring these documents with you to your first mediation appointment.

Confidentiality

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency. Or in the event that we consider that there is a risk that physical harm may be caused to another unless we inform the authorities.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

4 Financial matters

4.1 Financial arrangements

It is our policy to only accept cash up to £350.00 from clients.

If you deposit cash directly with our bank, we may need to charge you for any additional checks that become necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

4.2 Interest on money owed to you

It is unlikely to be the case with Mediation but very occasionally as part of carrying out your instructions to us we may need to hold your money in our client account. In holding client

money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy: If you require a copy of our current policy on interest please ask and we will forward it to you.

We aim to account to you for interest at a reasonable rate of interest, however, , the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money with your bank.

Any money received on your behalf will be held in our practice's client account. Money held by us (and accrued interest or fair sums in lieu of interest) may be taken by us in payment or part payment of our invoices or expenses paid on your behalf, whether overdue or related to the subject matter of the invoice or disbursement or not. This will include invoices, expenses and monies held for or on behalf of persons or entities associated with you or in which you have an interest, unless specifically excluded in writing.

Subject to certain minimum amounts and periods of time interest will be calculated and paid to you at the rate from time to time payable on our Barclays Bank Client Account.

The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that cheque(s) are issued.

All monies held by us for you will be deposited with a bank or banks that we consider to be reputable. However, we cannot guarantee the security of money held in our client bank account(s) against the risk of losses arising from the failure or default of any bank. If any bank should fail to remit such money to you, to us or to a third party on your behalf, we will have no liability to make good any shortfall or to otherwise compensate you for any loss arising as a result, unless we acted in breach of our contractual or other duties to you when choosing our bank(s). In that case, our aggregate liability to you and any other person who suffer loss as a result of the failure of any bank to remit money held for you shall be limited to a maximum of £5 million.

4.3 Costs

My fees payable at the beginning of each session or as otherwise arranged, are £150 per person per session plus VAT (£180). Sessions should last 1 ½ hours. I will require payment before each session can commence. You can either provide a lump sum payment to me to cover a number of sessions or you can pay for each session when you arrive at the office. Depending on the issues approximately 5 sessions of 1 ½ hours each are commonly required but more or less may be needed. Once you have arranged dates for future mediation sessions, if these are cancelled a cancellation charge may be required.

I charge a fee for the Mediation Information and Assessment Meeting (MIAMs) of £75 plus VAT per person.

I have a contract with the Legal Aid Agency so that I can conduct mediation on a publicly funded basis where you are eligible. I will undertake an assessment of your means in order to establish whether or not you are entitled to Legal Aid. If you are entitled to Legal Aid then mediation will be free to you, and the other party will be entitled to a free MIAMs appointment and a free first mediation session. Thereafter the non-eligible party will be required to pay at the standard rates.

I have already discussed costs with you both and we have reached an agreement for payment of our costs.

We also make a charge for the preparation of documents. The common documents that we will charge for are the Financial Schedule and the Memorandum of Understanding. We will charge £150 per person plus VAT for preparation of these documents.

If your issues are particularly complicated or you require interim documentation for consultation with your personal adviser/s, the cost will be negotiated separately and in consultation with you both. I will provide you with costs estimates wherever practicable to assist your planning of likely costs.

5 Professional indemnity insurance

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance. Details of Foort Tayler's insurance can be obtained from our office on request.

6 Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

7 Data protection

We use the information you provide primarily for the provision of legal services and mediation services to you and for related purposes including:

- updating and enhancing client records;
- analysis for management purposes and statutory returns; and
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

8 Complaints

I hope that I will work with you as a mediator in a manner that is helpful to you both. Any concern you may have as to my practice or the service provided by me should be referred to me in the first instance. If I am unable to resolve this with you directly or otherwise any complaint you have will be considered through the firm's complaints procedure and thereafter if it is still unresolved you may refer your complaint to Resolution for consideration in accordance with their complaints procedure. Please let me know if you would like a copy of the Complaints and Compliance Rules and I would be happy to provide this to you.

9 Storage of papers

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no less than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in our deeds safe.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval unless we incur such charge ourselves. However we may charge you for:

- time spent producing stored papers requested; and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

10 Review of files

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

11 Limitation of liability

Our liability to you for a breach of your instructions shall be limited to £5 million. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

12 Applicable law

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

13 Ending our services

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest or some other reason why mediation is no longer appropriate.

If you or we decide that we should stop acting for you, you will be required to pay for the expenses which we have already paid and a percentage of our fees which is considered reasonable to cover the work we have already undertaken.

14 Acceptance of Terms and Conditions

This document and our Retainer, together with our Agreement to Mediate contain the entire agreement and understanding between us about the terms and conditions upon which we propose to act as mediator for you both in this matter. You acknowledge that you have not relied on any assurance of whatever nature (including any innocent or negligent misrepresentation or misstatement) which is not expressly set out in this documentation. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. In such an event we will keep you informed of our progress.

Yours sincerely,

Helen Kirkham

FOORT TAYLER

I have read the terms and conditions contained within this letter and I agree to the same.

Signed _____

Dated _____