



ST JOHN STREET
MEDIATION

18 St John Street
Manchester M3 4EA
DX: 728854 Manchester 4

Tel: 0161 278 1800

Fax: 0161 278 8220

Email: mediation@18sjs.com

www.18sjs.com

TERMS AND CONDITIONS

CHARGING RATES

See our website for current rates.

Mediations exceeding 8 hours, requiring additional preparation, commencing before 8am or concluding after 6pm will attract £250 per additional hour or part thereof.

PAYMENT

Mediation fees are payable no later than one week in advance of the mediation as a precondition of the mediation taking place. If, for any reason, payment is not received prior to the mediation taking place and the mediation is allowed to proceed, this will only be done on the basis that the solicitor representing the party undertakes to meet our invoices for the matter within seven days of the mediation taking place. Failure to give this written undertaking at least one working day prior to the mediation will result in the mediation being cancelled and the party incurring 100 per cent cancellation charges for their share of the mediation fee.

There will generally be two fee notes issued:

FIRST INVOICE - Mediation fee for the mediation day(s) booked and on account expenses. Please note that the mediation fee is agreed on a case by case basis with the 18SJ clerks. Please note that we do not make any refunds for any time not used.

SECOND INVOICE - Any additional mediation days, hours of mediation or hours of preparation and expenses not included on the first invoice.

CANCELLATION AND POSTPONEMENT

In the event of cancellation or postponement by either party received by 18 SJ in writing:

1. More than 14 days before the mediation was due to take place and after the mediator and date have been confirmed, the mediator will be entitled to any irrecoverable expenses and a £200 per party charge.
2. Fourteen days or less but not than more seven days before the mediation was due to take place, the mediator will be entitled to:
 - 50 per cent of the mediation fees
 - all expenses incurred by the mediator.
3. Seven days or less but more than 24 hours before the mediation was due to take place, the mediator will be entitled to:
 - 75 per cent of the mediation fees
 - all expenses incurred by the mediator.
4. 24 hours before the mediation was due to take place or less, the mediator will be entitled to:
 - 100 per cent of the mediation fees
 - all expenses incurred by the mediator.



PREPARATION TIME

Should a party provide more documentation than can be read in their share of the allotted preparation time (noting that the times are totals and not per party), 18SJ will bill that party for any additional hours spent by the mediator. In the case of a joint bundle, 18SJ will bill the parties in equal proportions.

MEDIATION DAY

Any hour or part thereof over the allotted mediation time will be billed at the hourly rate as agreed. Please note that the day of mediation lasts until the mediator leaves the venue. Although settlement may be reached in principle between the parties, it is standard practice for the mediator to stay until the settlement agreement is written up and signed in order to deal with any last minute hitches. A party who does not wish to continue beyond the allotted mediation time is able to end the process at that time.

SHORT NOTICE MEDIATIONS (ARRANGED IN 14 DAYS OR LESS)

If, due to a mediation being arranged at short notice, the mediator needs to prepare for the mediation over a weekend or public holiday, the mediation fee will be increased by 25 per cent.

Additionally, where referrals are received for mediations within a 14-day period or less 18SJ will invoice parties for the instruction fee (i.e. £250 plus VAT per party) upon receipt of the referral. This fee is non-refundable.

Where a mediation is agreed, no additional instruction fee will be payable. Our cancellation provisions will apply as set out above.

LATE SUBMISSION OF DOCUMENTS

During the setting-up phase of the mediation, our clerks will provide a deadline for document submissions. This will generally be between one and two weeks prior to the date of the mediation. Should a party submit documents late and this either substantially inconveniences the mediator or requires the mediator to prepare over a weekend or public holiday, that party will be charged an extra 25 per cent in mediation fees. This does not apply when the mediation proceeds without 18SJ professional support.

COURIER CHARGES

Any documents provided to 18SJ in a format other than email, which are to be exchanged between the parties and/or forwarded to the mediator and assistant will be sent by courier, the costs of which will be included on our final invoice.

EXPENSES

Related expenses such as room hire (where mediations do not take place within chambers), the mediator's travel expenses etc. are not included in the above rates, and are charged at cost.

VAT

All the fees quoted are exclusive of VAT.

EXTRA DAYS OF MEDIATION

Occasionally, parties do not settle a dispute within the time originally allocated. Should parties require further mediation sessions, these should be referred through our clerks who will make the necessary arrangements.

October 2021

PRACTICE DIRECTOR James Parks 0161 278 8202

MEDIATION CLERKS Katie Brown 0161 278 8203 Camille Scott 0161 278 8210
Ryan Pugh 0161 278 8205 Yvonne Molyneux 0161 278 8209

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