

EXAMPLE OF A 3 HOUR MEDIATION QUOTE

2015

Re: Quotation - Mediation – xxxxxxxx xxxxxxxx v xxxxxxxx xxxxxxxx

Dear

Our Reference: xxxxxx
Mediating Party: 1) xxxxxx xxxxxxxx xxxxxxx
Mediating Party: 2) xxxxxx xxxxxxxx xxxxxxx
Proposed mediation date: To be advised
Proposed mediation venue: To be advised

Thank you for contacting us on xx xx xx. We can confirm that FHC for Mediation is able to assist in providing a mediator. The quote is based on the information the parties have supplied to us at the time of request.

We propose that your mediator is xxxxxxxx xxxxxxxx and we attach his CV for your information.

xxxxxxxxxx xxxxxxxx will need to see:

The following are examples of the type of information that may be considered relevant (although it is not unusual for little or no documentation to be provided in advance):-

- Summary of the case including any relevant documentation
- Details of any previous settlement offers
- Court pleadings or Claim Form (if already before a court)
- Solicitors correspondence, if applicable
- Costs to date
- Anticipated future costs in absence of settlement
- Schedule and counter schedules

We also attach a document 'About Mediation' which addresses frequently asked questions.

Please note all invoices are subject to VAT at the current rate (payment terms – fees must be paid at least 14 working days in advance of the mediation date). The mediation cannot proceed until the full fee has been paid. Delays or non-payment may result in usage of the Cancellation Policy. Any overtime costs incurred will be invoiced separately and will require payment within 30 days of invoicing.

May we remind you that the mediation will not have been formally confirmed until we receive the attached Acceptance Form duly completed and signed by each mediation party. FHC will deal with the administration in your case, but you will be responsible for getting appropriate pre-mediation documents to the mediator prior to the mediation. If we can be of further assistance please do not hesitate to contact the office as below.

We look forward to hearing from you.

Yours faithfully

Forensic Healthcare Services Limited

Forensic Healthcare Services Ltd., Old Moor Office, Tillingham Road, Southminster, Essex CM0 7DT
T: 01621 773428 F: 01621 774650 E: office@forensic-healthcare.com & office@fhcformmediation.com
Web: forensic-healthcare.com & www.fhcformmediation.com

Registered Office: Kingsridge House 601 London Road SS0 9PE. Reg. in England No. 3717461 VAT Reg. No. 761059043

QUOTE (valid for 3 weeks from letter date):

Description	Quantity	Rate	Fees	VAT 20.00%
Cost of 3 hour mediation (for claim of between £5,000.00 and £15,000.00)	1.00	£600.00	£600.00	£120.00
Cost of preparation time, which will include telephone discussions individually with both parties and reading time of pre-mediation documentation	2.00	£75.00	£150.00	£30.00
Overtime if applicable will be charged at £150.00 per hour				
Travel costs of mediator (London to Southend-on-Sea)	1.00	£20.00	£20.00	£4.00
Sub Totals			£770.00	£154.00
Total (Incl. VAT)			£924.00	
Your 1/2 Proportion of Total Fees				
Sub Totals			£385.00	£77.00
Total per party (Incl. VAT)			£462.00	

From

xxxxxxxxxxxxxxxx

To

Forensic Healthcare Services Limited
Old Moor Office
Tillingham Road
Southminster
Essex
CM0 7DT

2015

Our Reference: xxxxxx
Mediating Party: 1) xxxxxxxx xxxxxxxx
Mediating Party: 2) xxxxxxxx xxxxxxxx
Proposed mediation date: To be advised
Proposed mediation venue: To be advised

We herewith confirm that

- We wish to formally instruct to proceed with the mediation as indicated in the FHC Terms of Engagement.
- We agree to pay the fee in the sum of £385.00 + VAT
- We agree to pay the invoice from Forensic Healthcare Services Ltd within 14 days from date of invoice and understand that the Mediation will not proceed until payment has been received.
- In the event of a cancellation by either party in the mediation we have seen and read and will comply with the FHC Cancellation Policy.

SignedFOR AND ON BEHALF OF xxxxxxxxxxxx xxxxxxxxxxxx

Print Name Date.....

Forensic Healthcare Services Ltd., Old Moor Office, Tillingham Road, Southminster, Essex CM0 7DT
T: 01621 773428 F: 01621 774650 E: office@forensic-healthcare.com & office@fhcformmediation.com
Web: forensic-healthcare.com & www.fhcformmediation.com

Registered Office: Kingsridge House 601 London Road SS0 9PE. Reg. in England No. 3717461 VAT Reg. No. 761059043

TERMS OF ENGAGEMENT

The **"Appointor(s)"** are the parties engaging the Mediator (known hereafter as 'the Mediator')

"Forensic Healthcare Services Ltd" (otherwise referred to as **FHC** or **FHC for Mediation**) is the body managing the administration of the Mediation

"Mediation Fees" includes and means (in the absence of written agreement to the contrary), a) the reasonable charges of 'the Mediator' as agreed in advance of the Mediation, b) the cost of the venue, c) pre-reading fees and communication as agreed in advance of the Mediation, d) overtime fees, to be decided and agreed at the conclusion and with agreement of the Mediator and Appointor(s).

The Appointor(s) will:-

- Confirm if they agree to accept the Mediator whose details have been provided to them
- Confirm in writing that they accept the Mediation Fees quoted to them
- Agree a mutually acceptable date and location of the Mediation, with their co-Appointors and the Mediator and FHC, 30 working days in advance of the Mediation date
- If they deem it necessary, provide appropriate hard copy pre-mediation papers direct to the Mediator, at least 7 working days in advance of the Mediation.
- Pay their own costs for the Mediation within 14 days – the invoice will be submitted before the Mediation date.
- Organise and pay their own costs, if applicable, for the mediation venue

The Mediator will: -

- Promptly notify the Appointor(s) of any matter of conflict of interest or lack of qualification or experience which may make it inappropriate for the Mediator to continue taking any involvement in the case
- Agree a mutually acceptable date and location of the Mediation, with the co-Appointors and FHC, 30 working days in advance of the Mediation date
- Undertake the Mediation subject to EU Code of Mediators on the agreed date, time and at the agreed location

FHC will:

- Identify a Mediator for the Appointor(s) which the Appointor(s) will determine if suitable for the Mediation
- Provide a quote for the entire Mediation Fee
- Identify the venue, billing and invoicing for the Mediator and/or Appointors

All Fees charged in respect of services provided by 'the Mediator' to the Appointor shall be paid by the Appointor to Forensic Healthcare Service Limited (hereinafter 'the Company'. The Company will use reasonable endeavours to ensure that the Mediator is suitably qualified to undertake the Appointor's instructions. The Company however takes no responsibility for the conduct of the Mediator and/or for the failure of the Mediator to act in accordance with their obligations under these 'Terms of Engagement'. 'The Mediator' is an independent contractor and is not an employee or an agent of the Company and has no authority to act for or make representations on behalf of the Company. Neither the Company or its employees or directors shall be responsible for any loss suffered by the Appointor unless such loss is caused by negligence, wilful default or fraud.

Cancellation Policy

- 1) If any Party cancels the Mediation the following proportion of the Mediator fee will be payable by each Party in equal shares:
- 2) If the cancellation is made less than 2 working days before the date of the Mediation, the full Mediator fee
- 3) If the cancellation is made less than 7 working days before the date of the Mediation, 50% of the Mediator fee
- 4) Additionally each Party will be jointly liable for any irrecoverable venue costs and costs incurred prior to the mediation.
- 5) Paragraphs 1-4 are made without prejudice to a Party's rights to recover such sums from any Party it may consider to be at fault for the cancellation