

CANTA MEDIATION TERMS OF BUSINESS

Code of Practice

Canta Mediation adheres to the European Code of Conduct for mediators a copy of which can be viewed on this website.

Terms and Conditions

1. The mediator's role is to assist the parties to reach an agreement in settlement of the dispute. The Mediator will not adjudicate between the parties and will remain neutral throughout.
2. The mediator will not give any legal advice to the parties. The mediator will not be a party to any settlement agreement reached between the parties and will not be liable to the parties for the drawing up, content or effect of any such agreement. The parties will be free to consult their legal advisers at any stage during the mediation process and are advised to have any proposed agreement reviewed by their lawyers before executing it.
3. The mediator will not act for any party in relation to any aspect of the dispute.
4. Mediation is a voluntary process and the mediator cannot compel the parties to settle or to continue the mediation. The parties or the mediator can end the mediation at any time without giving a reason.
5. The parties will send to the mediator, and to each other, at least 7 clear days before the first mediation meeting or in accordance with such timetable as may be agreed:
 - a) a brief summary of the dispute from their point of view;
 - b) the key documents which the parties wish to draw to the mediator's attention;
 - c) the names of all parties and representatives who will attend the mediation;
 - d) where the parties are represented, written confirmation that the representatives will have authority to settle the dispute at the mediation.
6. Unless previously agreed with the mediator, the parties will make whatever accommodation arrangements are required.
7. No person shall attend the mediation without the consent of the parties and the mediator.
8. Any documents or communications disclosed or produced for or in the course of the mediation are "without prejudice". Any settlement proposals are without prejudice unless and until they are reduced to a written agreement signed by the parties or their authorised representatives. Once signed by all parties the agreement will have effect as a binding contract between the parties.
9. At the termination of the mediation, all material provided to the mediator will be returned to the originating party or will be destroyed by the mediator. Any notes made by the mediator are confidential to the mediator and may be destroyed by the mediator at the conclusion of the mediation. The parties will not seek production of any of the notes made by the mediator or call upon the mediator to give any evidence whatsoever in relation to the dispute or what took place upon, at or after the mediation. There shall be no sound recording or transcript of the mediation.
10. Each party will pay the agreed proportion of the mediator's fees and expenses prior to the commencement of the mediation as a condition of the mediation taking place. Any further invoices will be paid within 7 days of the date of the invoice.

11. The mediator will be entitled to charge interest on overdue payments of sums invoiced at the rate of 8% p.a.

12. If any party wishes to cancel the mediation they may do so by giving notice to the mediator and to the other parties at least 7 clear days prior to the first meeting. If either party cancels the mediation later than this, a cancellation fee of 50% of the mediator's daily rate is payable.

13. If the mediator has to cancel the mediation, is late or is unable to attend for any reason, the mediator will make reasonable attempts to re-schedule the mediation at the convenience of the parties. In any event, the mediator's liability will be limited to his fees for the mediation.

14. This agreement shall be governed by, construed and take effect in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with the mediation.

Complaints

We hope that all clients will be completely happy with the service we provide and are willing to go the 'extra mile' to ensure that this is the case. If, however, you have a complaint, or are dissatisfied in any way, please let us know straight away and we will do our utmost to resolve the problem. Please refer to the Complaints procedure on the website. If we are unable to resolve the matter internally we will refer it to the Members' Complaints Resolution Service provided by the Civil Mediation Council details of which can be found on in our Complaints Policy and Procedure on the website. If the mediation has been arranged by one of the mediation provider organisations of which we are a member, they may have their own complaints procedure.