

TERMS AND CONDITIONS OF SERVICE

Terms and conditions updated 13.10.20

These terms and conditions are subject to change.

Payment

All payments are due upon receipt of an invoice from TCALM Solutions Ltd.

The full terms and conditions of payment will be written on the invoice.

All the terms of service provided with the invoice will become void, if a payment is not received before the date stated on the invoice.

Terms of service to include mediation service, date and time of mediation appointment and venue of the appointment.

When payment is received late, TCALM Solutions Ltd, reserve the right to cancel the provisional booking or exercise discretion to provide another date or provide the terms of service (date, time and location of venue) provided on the invoice, within reason, dependent on the venue and mediators availability.

Cancellation/ Refund Policy

The mediation session cannot be cancelled by the client once the mediation meeting has been paid for and booked by the client. There are no refunds for a mediation that has been confirmed, paid, and booked by the client.

The mediator may terminate all mediation services if any of the following applies:

- a) A breach in the TCALM Solutions Ltd privacy policy by a client*
- b) A breach in TCALM Solutions Ltd confidentiality by a client*
- c) A breach of any terms of the mediation agreement by a client*
- d) A breach of TCALM Solutions Ltd data protection by a client*
- e) A breach of TCALM Solutions Ltd by a client*
- f) A breach of TCALM Solutions Ltd safeguarding policy by a client*
- g) Any other breaches including criminality and tax evasion by the client or associated contacts*

TCALM Solutions Ltd will offer a partial refund in exceptional circumstances where mediation services are terminated by TCALM Solutions Ltd for any breaches related to TCALMS Solutions Ltd privacy policy, confidentiality policy, and any terms of the mediation agreement, data protection policy, safeguarding policy, criminality and tax evasion.

Sometimes, it will not be possible to change the meeting date once paid and confirmed when the other client in the mediation may not agree to a change in date and venue. If a client requires another date for a booked mediation session, TCALM Solutions Ltd can offer an alternative date and/or venue for the mediation only if the other client in the mediation agrees and if there is availability, in which case TCALM Solutions Ltd will deduct an administration fee for changing the booking, a fee to cover the online platform cost or meeting room booking and any other associated costs with the cancelled mediation booking requested by the client.

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Online Video Mediation

The mediator may terminate an online video mediation if there is inadequate quality of connection or a breach of the privacy policy, agreement to mediate, or data protection policy.

TCALM Solutions Ltd prohibit live or deferred video or audio relay of the mediation session to any third party

TCALM Solutions Ltd prohibit video or audio recording of the mediation session to any third party

The mediator may suspend the mediation if there are any remote interruptions or internet connection problems. The mediator will restart the online session once satisfied that any interruption has been resolved and that it remains appropriate to continue following such interruption

Complaints

Who to contact first with your complaint?

Speak or write directly to your mediator with full details of your complaint. It would be helpful to include your full name, the name of the party / parties on the other side of any mediation and the date of any mediation that has taken place or is booked. Please provide a telephone number and email address (even if you have already provided one) to make sure that we have a record of it should we need to contact you urgently for any reason.

If the complaint is about an aspect of our administration or service, you should write directly to the individual mediator or managing director at the following address:

*TCALM Solutions Ltd
282 Leigh Road
Leigh on Sea
Essex, SS9 1BW
Email: office@tcalmsolutionsltd.co.uk
Tel: 0208 895 6955*

What we will do to resolve your complaint

*We may need to contact you for further information on receipt of your complaint
The individual mediator or the managing director will acknowledge the complaint within five to seven working days (exceptions: annual leave and sickness will mean acknowledgement could take longer).
The complaint will be investigated fully and in detail.
A written response from us will be provided within 60 working days, unless a short extension of that time period is required to further investigate, in which case we will notify you.*

If you are not satisfied with our response you may refer your complaint to:

*College of Mediators
Unit 16
41 Old Birley Street
Manchester
M15 5RF
Email: admin@collegeofmediators.co.uk
Tel: 0845 65 85 258*

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Please note that the College of Mediators will only be able to deal with your complaint if TCALM Solutions Ltd internal complaints process has been fully exhausted and the complaint involves a potential breach of the code of mediation practice.

