

TERMS AND CONDITIONS OF SERVICE

Terms and conditions updated 28th March 2023

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 may 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, where possible, 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 charge an administration fee for changing the booking (to cover the online platform cost or meeting room booking and any other associated costs with changing the mediation booking requested by the client). TCALM Solutions Ltd would advise all clients to the administration cost at the time of the request of changing the dates and or times.

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Where a mediation is cancelled by a client, and the client decides mediation services no longer required, TCALM Solutions Ltd reserves the right to charge the full cost of the mediation session that was booked, paid for, and confirmed, without refund.

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.

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.

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

TCALM Solutions Ltd strictly prohibits video or audio recording of the mediation session to any third party.

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 all participants 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/ service and or a breach of family mediation code of practice, you should write in the first instance 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@tcalmolutionsltd.co.uk
Tel: 07468 723 817*

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:

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Family Mediation Standard Board

Contact details can be found on the Family Mediation Council Website

<https://www.familymediationcouncil.org.uk/complaints-about-mediators/>

Email: complaints@familymediationcouncil.org.uk

Tel: 01707 59405

Please note that the Family Mediation Standards Board will only 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 family mediation practice.

