

Mediation Example

In early 2024, 1st Expert was contacted to provide mediation between two parties, both parties had agreed from the outset to jointly share a space for the purposes of running their respective business'

However, during the refurbishment period, cracks in the relationship occurred and disputes arose regarding shared costs and responsibilities.

It was mentioned that a Contract should be put in place yet as only rent and electricity were the shared costs, 1st Expert advised that a memorandum of understanding be put in place.

Although this is not a legal document, what it does offer is moral force and a solemn mutual agreement to be respected by both parties.

Arbitration was not needed as i) it is expensive, and ii) there are no shared assets and no shared financial obligations associated with the shared unit.

Furthermore, the outstanding issues from the build were included separately within the Understanding such that the Understanding can be signed and the issues dealt with separately.

The main issue was the electricity supply usage and the proving of said shared costs, check meters have now been fitted to determine costs and assess backdated usage for payments.

A final account on the build has also been prepared and submitted by 1st Expert with anomalies and 'wants and needs' wish list identified and rejected.

This now needs final mutual agreement by both parties on costs to close out the actions and allow both parties to get on with growing their business'