

## **General**

Resolve UK is a national mediation provider and facilitates the provision of mediation between mediators and parties involved in disputes.

### **Terms of Use of Website & Website Disclaimer**

1. The information contained in this website is for general information purposes only. The information is provided by Resolve UK and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
2. In no event will Resolve UK be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.
3. Resolve UK will not be liable for the transmission of any harmful material or viruses.
4. Through this website you are able to link to other websites which are not under the control of Resolve UK. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
5. Every effort is made to keep the website up and running smoothly. However Resolve UK takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.
6. You agree not to interfere with or misuse the website.

### **Resolve UK Outline Terms and Conditions**

Resolve UK is a national mediation provider and facilitates the provision of mediation between mediators and parties involved in disputes.

1. On the appointment of a mediator a deposit of £250.00 shall be paid to Resolve UK on account of the mediation fee.
2. The balance of the mediation fee as agreed shall be paid to the Mediator not less than 7 days before the agreed mediation date.
3. In default of payment of the mediation fee the Mediator shall be under no obligation to conduct the mediation.

4. Unless otherwise agreed in writing the mediation fee shall be apportioned between the Parties in accordance with their number.
5. The Parties and their Solicitors shall be jointly and severally liable for payment of the mediation fee.
6. The Parties accept that in certain circumstances postponement of the mediation may be necessary.
7. If any Party or their solicitor cancels the Mediation less than 7 days before the Mediation Date the cost payable to the Mediator will be 50% of the mediation fee.
8. If any Party or their solicitor cancels the Mediation more than 7 days before the Mediation Date, Resolve UK will be entitled to retain the deposit and the Mediator will be entitled to charge for any preparation time engaged.
9. The parties and their solicitors shall be responsible for providing and paying for the mediation venue.
10. The parties and their solicitors shall be responsible for providing position statements, confidential briefing notes and any essential core bundle of documents to the Mediator not less than 7 days prior to the mediation.
11. The parties shall attend the mediation in good faith, with full authority and with a view to settling their dispute.
12. The Mediator will chair and be in charge of the mediation process.
13. The Mediator will not act for or give any legal advice to any of the Parties in connection with the dispute.
14. The Parties, their solicitors or other representatives will be solely responsible for any terms of settlement agreed.
15. Attendance at the Mediation is voluntary.
16. The Parties and the Mediator shall be entitled to terminate the Mediation at any time without giving reason.
17. Each Party to and all persons attending the Mediation will be bound by a duty of confidentiality. The Parties shall ensure that each of their attendees is bound by this duty.
18. No formal or verbatim record or transcript of the Mediation shall be made.
19. Every person attending the Mediation will keep confidential and not use for any collateral or ulterior purpose any documentation or information (whether orally, in writing or otherwise) arising out of, in connection with or revealed at

the Mediation. Such documentation and information shall be without prejudice, privileged, not admissible and not disclosable in any litigation or other proceedings. This shall not apply to any documentation or information which: would in any event have been disclosable and admissible in such proceedings: is necessary to implement and enforce any settlement agreement or is strictly required by law.

20. None of the Parties will call a representative of Resolve UK or the Mediator as a witness in any proceedings in connection with or arising from the matters in issue in the Mediation. Notwithstanding this provision if any Party shall require or seek to compel a representative of Resolve UK or the Mediator to act as a witness that Party shall indemnify and pay the representative of Resolve UK or the Mediator for his time, costs and expenses.
21. Neither the Mediator nor Resolve UK shall be liable to the Parties for any act or omission in connection with the services provided by him or them, or in relation to the Mediation, unless such act or omission is shown to have been in bad faith.
22. The Mediator and Resolve UK shall not be liable for any indirect or consequential loss or damage.
23. The liability of Resolve UK shall be limited to any mediation fee paid.
24. The liability of the Mediator shall be limited to any mediation fee paid.
25. The liability of the Mediator or Resolve UK respectively shall not in any event exceed the extent of their professional indemnity insurance in place.
26. The Agreement and any conduct relating to the mediation or its preparation shall be governed by, construed and take effect in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.

### **Complaints Policy**

Resolve UK operates a complaints policy on behalf of its customers and will investigate complaints received in relation to the operation of its services or the conduct of mediators.

It is the responsibility of the complainant to make a full and cogent explanation of the complaint to enable this to be properly considered and investigated.

1. On receipt of a complaint an acknowledgment will be sent to the complainant.
2. In the event that the complaint concerns the conduct of a mediator, notification will be sent to the Mediator to enable comment to be obtained.
3. Both Complainants and Mediators should cooperate with the investigation process and provide further information, explanation or comment as required.

4. Investigation of the complaint will be carried out by the Resolve UK Panel Administrator. In the event that the complaint concerns Resolve UK or its officers the complaint will be conducted by someone unconnected with its substance.
5. The Panel Administrator or Investigator will invite the Complainant, Mediator or Officer to provide witness and documentary evidence in support or rebuttal of the complaint.
6. The Panel Administrator or Investigator will then consider the evidence presented.
7. In the event that the complaint is withdrawn, save where this involves serious misconduct, the investigation shall cease.
8. It shall be open to the parties involved at any stage to agree a suitable compromise which shall be notified to the Panel Administrator or Investigator whereupon the investigation shall likewise cease.
9. At the conclusion of the Investigation, and in the absence of prior compromise, findings shall be reported to the Complainant, Mediator or Officer concerned.
10. Save in exceptional circumstances, or where further evidence is still awaited, or the parties agree a finding shall be made within 28 days of the receipt of the complaint.
11. In the event of the complaint being upheld in full or part sanctions may include:
  - An apology
  - A full or partial refund of the mediation fee
  - A full or partial refund of the deposit
  - Suspension of the Mediator from the Mediation Panel (in the event of serious misconduct)