

Chris Fitton Mediation Ltd
Terms of Business
(effective 1 January 2015)

Mediator appointments

1. All appointments of Chris Fitton as mediator, including appointments made via a mediation agency, are undertaken by Chris Fitton only in his capacity as an employee of Chris Fitton Mediation Ltd ('CFM'). Any reference in these Terms below to 'Chris Fitton', 'Chris Fitton Mediation' or 'the Mediator' is reference to CFM.
2. This document sets out CFM's Terms of Business, which will apply to all mediator appointments entered into by CFM after 1 January 2015.

Code of conduct

3. In all its mediation dealings, CFM agrees to comply with the European Code of Conduct for Mediators (<http://www.civilmediation.org/downloads.php?f=75>), a code which sets out certain principles as to competence, impartiality, confidentiality etc. If there is any conflict between the terms set out in this Terms of Business document and the European Code, the terms of the Code will prevail.

Parties

4. For direct appointments (those not through a mediation agency), CFM's contract will be with the legal entities who are the parties to the mediation ('the Parties', each 'a Party'), and it will be those Parties who have primary legal liability to CFM to pay the CFM Fees (see below).
5. Where a Party acts by a solicitor, that solicitor will also be liable to pay the CFM Fees if their client does not pay when due: a solicitor concerned about their client's ability to pay may choose to protect themselves by obtaining monies on account of that liability, as for other disbursements.

Mediator's papers

6. No Party shall have the right to access to any documents/notes prepared by the Mediator, nor shall they be entitled to call the Mediator as a witness in any litigation or other proceedings arising from or in connection with the matters in issue ('the Dispute') or the mediation or any proposal to mediate. The Mediator shall not at any time act as adviser to any Party in relation to the subject matter of the Dispute or mediation. By appointing Chris Fitton each Party acknowledges it will not treat any statements or comments made by Chris Fitton in the mediation as advice or recommendation to that Party about that Party's position in respect of the Dispute or the mediation or any settlement.

CFM Fees

7. The fees charged by CFM ('the CFM Fees') shall be calculated and payable in accordance with the fee schedule sent by/agreed with CFM prior to the mediation. Unless agreed otherwise in writing the CFM Fees shall be divided equally between the Parties who shall each be liable to pay their respective share.

Liability

8. Each Party acknowledges that the Mediator is not representing nor advising them, nor assessing any of their rights or claims. Any suggestions made or opinions expressed by the Mediator are personal to the Mediator and are offered only for consideration by the relevant Party. Any assessment, action or decision taken by any Party is the sole responsibility of that Party.
9. CFM shall not be liable to any Party for any act or omission whatsoever in relation to the Dispute or the mediator appointment save insofar as liability arises as a result of fraud or deliberate misconduct. CFM's liability to any Party, whether in contract or in tort, in respect of any issue howsoever arising shall be limited to £3,000,000 unless agreed otherwise in writing.