

Arabella Tresilian Mediation - Terms & Conditions of Business

Contents:

[Arabella Tresilian Mediation - Terms & Conditions of Business](#)

[Terms of Business for Mediation, Coaching and Consultancy Services](#)

[Terms of Business for Training Services](#)

[Quality Assurance, Complaints and Legal Information](#)

Terms of Business for Mediation, Coaching and Consultancy Services

1. Costs:

- a. My standard rate is [**hourly rate on application**] for administrative and meeting time, in person or virtually, with incremental costs of 15 mins after the first hour in each session.
- b. Where two mediators are involved in a meeting, our rate is [**hourly rate on application**]
- c. Where the mediation is not being funded by one commissioner, parties may split the costs between them, or various 'funding parties' may share the costs. Eg. Each self-funding party in a two-party mediation would be charged 50% each; and each funding party in a three-funding-party mediation would contribute 33% each.
- d. Proposed costs - I will typically provide an indicative schedule of costs.
- e. Any additional mediator time requested by 1 or more parties, either directly or indirectly, will be charged at the standard hourly rate
- f. Final chargeable costs will be adjusted (up/down) to reflect actual time used.
- g. If you would like an immovable fixed budget to be established, please let the mediator know.

2. Mediation Packages

- a. Mediation Packages receive additional discounts, and are paid for in advance.
- b. The package includes up to 16 hours of mediator time (contact and non-contact); further time can be added at an hourly rate by mutual agreement.
- c. If the process stops before completion, at the request of parties or the mediator, unused time is usually refunded, as long as cancellation terms (see below) are observed.

3. Invoicing:

- a. You will be invoiced in advance / on commencement / in stages / at case closure [**by agreement**]. I typically send a deposit invoice to initiate work, and a balancing invoice at case closure.
- b. Standard payment terms are 7 days.
- c. Where parties are funded by legal aid, payment can be deferred as long as the legal aid agency has agreed to the proposed schedule and costs in advance.

4. Cancellation and requests for rescheduling of meetings:

- a. Cancellations or requests for rescheduling of meetings should be made in writing.
- b. Cancellations/rescheduling requests of meetings of more than 1 hour:

[Arabella Tresilian Mediation](#) - Terms & Conditions of Business [@22Mar24]

- i. made **7 calendar days** or more prior to the scheduled meeting(s) will not be charged, other than expenses incurred
- ii. made between **3 and 5 working days** prior to the scheduled meeting(s) will incur a 50% cancellation fee, along with the cost of expenses incurred
- iii. made **2 working days or fewer** prior to the scheduled meeting(s) will not be eligible for a refund, and full meeting costs will be due, along with the cost of expenses incurred.
- c. Cancellations/rescheduling requests of meetings of 1 hour or less:
 - i. made **2 working days or fewer** prior to the scheduled meeting(s) will not be eligible for a refund, and full meeting costs will be due, along with the cost of any expenses incurred.
- d. I reserve the right to cancel or reschedule meetings due to unforeseen circumstances. In such cases, alternative arrangements or a full refund will be offered.

5. Travelling for in-person work:

- a. For in-person work, travelling time to your venue is charged at [**hourly rate on application**], or part thereof, from BA15 2PZ.
 - b. Travel cost is charged at 55 pence per mile from BA15 2PZ, even where public transport is used.
 - c. Out-of-pocket expenses (including parking, accommodation, meals) are chargeable for working away from home/office - at a discretionary rate of up to £200 per day where travel time to between the venue and BA15 2PZ is more than 3 hours each way and overnight accommodation may be required.
6. **Venue:** The commissioner will arrange and pay any cost incurred in providing the venue for meetings. For mediation: Private meetings can take place in a private office in a workplace if the parties are comfortable to do this. Joint meetings can take place at your site or at an off-site venue. We require one room large enough to seat all parties, and ideally, further rooms for each party to meet separately with me.
7. **VAT:** Please note that I am not currently registered for VAT and do not charge VAT
8. **Business entity:** I am a registered sole trader, trading as 'Arabella Tresilian', 'Arabella Tresilian Mediation' and 'School of Dialogue'.

9. Timekeeping:

- a. I will keep the commissioner informed of the time taken as the mediation process progresses.
- b. I charge in increments of 15 mins of my time, and track both Administrative and Meeting time carefully using a timesheet.
- c. I will send you an estimated schedule of work and cost. In some situations, the parties will need more Private and/or Joint meetings than initially foreseen, in order to reach a successful resolution. Please let me know if you have a maximum budget threshold.

10. **Ending the process:** If the mediation terminates before the process is completed (either because a party withdraws, or I decide further work is inappropriate) I will only charge for the work I have carried out to that point. Cancellation terms at point 3 above apply.
11. **Disclaimer:** Please be aware that the mediator is not responsible for the successful conclusion or resolution of the dispute.

Terms of Business for Training Services

1. Definitions:

- a. "Training Provider" refers to Arabella Tresilian Mediation or Arabella Tresilian, the provider of training services.
- b. "Client" refers to the individual or organisation receiving training services from the Training Provider.

2. Booking and Payment:

- a. All training bookings are subject to availability and confirmation by the Training Provider.
- b. Payment for training services is due upon booking unless otherwise agreed upon in writing.
- c. Payment can be made via BACS.
- d. Training fees are inclusive of all applicable taxes unless stated otherwise.

3. Cancellation and Refunds:

- a. Cancellations made by the Client must be notified to the Training Provider in writing.
- b. Cancellations made **28 days** or more prior to the scheduled training date will receive a full refund.
- c. Cancellations made between **8 and 27 days** prior to the scheduled training date will incur a 50% cancellation fee.
- d. Cancellations made **7 working days or fewer** prior to the scheduled training date will not be eligible for a refund.
- e. The Training Provider reserves the right to cancel or reschedule training sessions due to unforeseen circumstances. In such cases, alternative arrangements or a full refund will be offered to the Client.

4. Rescheduling:

- a. Requests for rescheduling training sessions must be made in writing and are subject to availability.
- b. The Training Provider reserves the right to charge an administrative fee for rescheduling requests.

5. Attendance and Participation:

- a. The Client is responsible for ensuring the attendance and participation of all registered participants in the training session.

6. Course Content and Materials:

- a. The Training Provider reserves the right to modify course content, materials, or instructors as necessary to enhance the quality of training services.
- b. All course materials provided to the Client are for personal use only and may not be reproduced or distributed without prior written consent from the Training Provider.

7. Liability:

- a. The Training Provider shall not be liable for any loss, damage, or injury arising from the Client's participation in training sessions, except in cases of willful misconduct or gross negligence.
- b. The Client agrees to indemnify and hold harmless the Training Provider against any claims, liabilities, or expenses arising from the Client's use of training services.

8. Confidentiality:

- a. Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the training sessions.

9. Governing Law:

- a. These terms and conditions shall be governed by and construed in accordance with the laws of the UK.

Quality Assurance, Complaints and Legal Information

1. **Mediation Regulator:** I am regulated by the [Civil Mediation Council](#) which only registers mediators who:
 - a. Have been trained specifically in mediation to industry-accepted standards
 - b. Carry out suitable levels of professional development
 - c. Follow an appropriate Code of Conduct
 - d. Have appropriate professional liability insurance
 - e. Offer access to a complaints process if necessary
2. **Complaints Procedure:** The CMC requires all Regulated Mediators to have a published complaints handling procedure in place.
 - a. If you have a complaint in respect of the service I have provided you please initially direct your complaint towards me. Your complaint will be acknowledged in writing within 5 working days of receipt, and it will be investigated and responded to within 21 working days of receipt. On occasion, further time for investigation may be required, in which case you will be notified of this in writing.
 - b. If you are not satisfied with the outcome of your complaint to me directly, you can appeal to the CMC on certain grounds. Details of the CMC's appeal processes can be found here: <https://civilmediation.org/for-the-public/complaints/>
3. **Legal information:** I hereby agree to keep confidential any information provided by you to me and shall not disclose such information to any third parties without your prior written consent. English law shall govern this agreement. Any disputes arising in connection with this agreement shall be submitted to the exclusive jurisdiction of the courts of England and Wales.
4. **Professional Insurance:** Arabella Tresilian, trading as Arabella Tresilian Mediation, is insured by Oxygen of Marsh Ltd.
5. **GDPR Notice:** I am registered as a Data Controller with the Information Commissioner's Office (ICO). In signing this agreement, you agree that I, Arabella Tresilian, am permitted to hold [Arabella Tresilian Mediation](#) - Terms & Conditions of Business [@22Mar24]



your/the parties' personal and professional data (name, address, telephone number, mobile number, email, plus any information contained in mediation or notes and email exchanges) for the duration of your business relationship with me. You can see my Privacy Policy [here](#).