

- ment he cannot. If he does agree to do so, no such recommendation will represent legal advice to the parties nor will it represent an opinion as to what a court or tribunal might order but will merely represent what the mediator considers to be appropriate in all the circumstances. If a binding determination is given the parties accept that no appeal will lie against it and the parties will treat the decision as a negotiated agreement. The mediator shall not be liable for any adverse consequences arising from any such determination.
- 15 All mediation is legally privileged and without prejudice and all parties including the mediator will keep the mediation confidential in every respect, including, but not restricted to, any documents, notes taken, information obtained and the outcome of the mediation.
- 16 The mediator will not divulge any information provided in private session by one of the parties to the other without specific authority.
- 17 The rule of confidentiality will not be deemed to have been broken should the mediator be required by any court or tribunal of competent jurisdiction or under any statute or regulations made thereunder to make any disclosure of information or documentation whether such disclosure is required for civil or criminal purposes nor will the parties be prevented from disclosing in any proceedings in relation to the dispute any information which would in any event be discoverable in such proceedings.
- 18 The rule of confidentiality shall not be deemed to have been broken by any party who makes available information to any professional or medical adviser who is himself subject to an obligation of confidentiality to that party.
- 19 As regards the fees and costs of the mediator the parties shall be jointly and severally liable but in the absence of any agreement to the contrary between them they shall share such fees and costs equally.
- 20 Neither the firm nor the mediator personally shall become liable for any of the costs of the parties in relation to the mediation.
- 21 The parties acknowledge that in attempting to facilitate a settlement of a dispute, the mediator will use his personal experience, skill, judgement and intuition. The parties further acknowledge by reason of the mediator's obligations of confidentiality pursuant to these terms and conditions that none of the parties will know the full circumstances in which the mediator so exercises his skill, judgement and intuition and that he will be prevented from disclosing the same. Accordingly the firm and the mediator shall not be liable to the parties for any act or omission in the services provided by the mediator unless such act or omission was in bad faith.
- 22 These terms shall be construed in accordance with the law of England and Wales and the parties hereby submit to non exclusive jurisdiction of the courts of England Wales

Adrian Leopard & Company

Chartered Accountants, Licensed Insolvency Practitioners & Mediators

P O Box 27, Alderney, Channel Islands GY9 3AS

**Adrian Leopard & Co is the trading name of
Alderney Offshore Limited, registered in Alderney number 1220
Registered office: P O Box 27, Seldonia, Alderney GY9 3AS**

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A J Leopard is licensed as a UK insolvency practitioner by the Association of Chartered Certified Accountants

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Schedule of fees and Terms and Conditions Mediation Services

Version 2—effective 11th October 2009

Value of the dispute	Mediator's fee
Band 1 Under £10000	£100 per hour capped at £1000 per day
Band 2 £10000 - £100000	£150 per hour capped at £1500 per day
Band 3 £100001 - £500000	£210 per hour capped at £2100 per day
Band 4 £500001 - £1000000	£270 per hour capped at £2700 per day
Band 5 Over £1000000	£330 per hour capped at £3300 per day

"Refresher" fees, that is to say fees of subsequent consecutive days, for disputes up to £100000 will be discounted by 10%. For disputes over £100000 the fees will be discounted by 15%

Travelling time is charged at £72 per hour and travelling, subsistence and accommodation expenses are charged as incurred

The fees quoted "on the day" will include any assistant mediator or mediator's assistant unless otherwise agreed.

Other disbursements including room hire, refreshments, copying etc will be charged at cost

Preparation time whether on the day or before will be charged extra by the hour and this will include time spent in preparing and finalising the mediation agreement. The amount of such time will be provided for in the agreement. Administrative services, e.g. arranging a venue etc, will be charged at £40 per hour

Fees are payable equally by the parties and are payable in advance. A deposit is normally sought; any credit after calculating the charges will be refunded.

VAT is not chargeable as the company is outside the European Union

The firm's standard terms and conditions apply to all contracts and are supplemental to the special terms and conditions pertaining to mediations contained in this leaflet.

Mediation terms and conditions

- 1 These terms and conditions are supplemental to the standard terms and conditions of Adrian Leopard & Company, hereinafter referred to as "the firm" and apply to mediation services only.
- 2 References to "the mediator" may include assistant mediators or their assistants and references to the masculine gender shall be deemed to include the feminine
- 3 The mediator will determine the procedure for the conduct of the mediation to include the submission of documentation to the mediator or the parties prior to the mediation. This will be submitted to the parties in writing and their agreement must be signified before the mediation can commence.
- 4 The mediator will chair the mediation.
- 5 Although the mediator will assist in the drawing up of any settlement at the mediation, no liability will fall on the mediator for any misunderstanding by the parties as to the terms of the settlement.
- 6 No settlement is binding until it is reduced to writing and signed by the parties.
- 7 Neither the mediator nor any member or associate of the mediator's firm shall act for any of the parties in connection with the dispute.
- 8 The mediator will *not* at any time offer legal advice and no comments made by the mediator during the mediation should be construed as legal advice.
- 9 The parties warrant by their acceptance of these terms that one of their number will be authorised to settle the dispute or that such authorisation can be obtained by telephone.
- 10 The parties shall provide such evidence, information or documentation as the mediator may require prior to the mediation to establish the identity and address of each of the parties attending and will produce at the mediation a photo-id.
- 11 The mediator will normally arrange for reasonable refreshments to be made available during the time of the mediation.
- 12 Should it become apparent to the mediator that the mediation will extend beyond 10 hours he will make directions as to periods of breaks, meals etc.
- 13 Any party including the mediator may decide to terminate the mediation. The parties shall not be entitled to any explanation from the mediator as to his reasons for termination if he terminates it.
- 14 If the parties ask the mediator to produce a non-binding recommendation on terms of settlement or a binding determination of a dispute the mediator may in his absolute discretion refuse to do so if in his professional judge-