Model Mediation Procedure

2021 Edition

1 Introduction

1.1 The Hunt ADR Business Mediation Model Mediation Procedure has been developed by Hunt ADR Limited (we / us) to facilitate the resolution of business disputes by mediation. By mediating the issues rather than going to arbitration or the courts, disputes are often settled more quickly, making them less expensive and less of a burden on the business.

1.2 Hunt ADR Business Mediation does not apply to disputes where any of the parties have already started legal proceedings unless all parties or the courts agree to suspend that legal action.

1.3 Any party to the dispute can apply for Hunt ADR Business Mediation although all parties must agree in writing before the mediation can start.

1.4 All parties should read the Hunt ADR Business Mediation Information Notes before referring a dispute to us.

1.5 When we receive a referral for Hunt ADR Business Mediation we will consult with the parties about appointing a Mediator.

1.6 Hunt ADR Business Mediation usually applies to disputes between two parties but, if the parties and the Mediator agree, the procedure may cover disputes involving three or more parties. If there are more than two parties to the dispute, we may renegotiate the cost of Hunt ADR Business Mediation before any costs arise in connection with it.

1.7 There are no registration or application fees. Case fees are shown in the case fee table under Section 3.2.

1.8 We manage Hunt ADR Business Mediation and are responsible for appointing the Mediator based on information provided to us at the time that the parties ask us to handle their dispute using Hunt ADR Business Mediation.

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1.9 The parties are responsible, together and separately, for paying all Hunt ADR Business Mediation fees, and costs of accommodation, refreshments, travel and all other out-of-pocket expenses.

2 Hunt Mediation procedure

2.1 Before Hunt ADR Business Mediation can start, we must receive a communication from all parties to the dispute confirming that they want us to appoint a Mediator.

2.2 Once the Hunt ADR Business Mediation fees are paid, we will appoint the Mediator from our network of qualified, accredited and insured associate mediators. All Mediators will be bound by relevant codes of ethics.

2.3 Once the Mediator is appointed he or she will contact the parties to agree arrangements for the future conduct of the mediation and to arrange for the signing of the Hunt ADR Business Mediation Model Mediation Agreement.

2.4 Hunt ADR Business Mediation takes the form of a session attended by each party to the dispute and up to one representative each (unless the parties and the Mediator agree otherwise). Each party is responsible for their own costs of going through Hunt ADR Business Mediation, including the cost of having a representative, unless any settlement agreement states otherwise.

2.5 We may appoint an assistant mediator. The parties may refuse to accept an assistant but should bear in mind that any assistant is there to help the Mediator at no cost to the parties.

2.6 Hunt ADR Business Mediation will take place at a venue arranged by and paid for by the parties. If required the mediation can take place using online technology.

2.7 Before starting Hunt ADR Business Mediation, the Mediator will tell all the parties how he or she will conduct the session and will ask the parties to sign the Hunt ADR Business Mediation Model Mediation Agreement to confirm that they understand the process and their responsibilities within Hunt ADR Business Mediation.

2.8 If the dispute is settled during mediation, the parties must make a written record of the agreement they have reached. This is known as the Hunt ADR Business Mediation Settlement Agreement. The signed Hunt ADR Business Mediation Settlement Agreement will be a binding contract and can be enforced by a court.

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2.9 If the original Mediator resigns, dies or becomes unable to act competently or quickly enough, or without a conflict of interest, we will appoint another Mediator. There will be no extra charges made should this happen.

3 Costs of Hunt ADR Business Mediation

3.1 The parties are jointly responsible for the costs of Hunt ADR Business Mediation which form the Mediator's fees and our administration fee, and include the Mediator's fees and expenses as described in 1.9.

3.2 The cost of Hunt ADR Business Mediation is shown below. Please note that fees quoted are total fees and are often shared by the parties and do not include room hire, refreshments, travel time and other agreed disbursements:

(a) £600 plus VAT for claims up to £75,000 where the mediation is conducted online for a maximum of three hours.
(b) £1,790 plus VAT for disputes between two parties for claims of up to £500,000. One day is defined as the equivalent of the time it takes to read up to 100 sheets of A4 documentation in preparation time (50 sheets maximum per party) and eight hours mediation time. Payments are to be made by each party on application, and cover Hunt ADR's administrative costs and the Mediator's fees. If more than eight hours are spent at the mediation or more than 50 sheets per party of pre-mediation reading is sent, then an additional fee of £125 per hour plus VAT is payable by the parties for each additional hour spent on the mediation. This option is available online or in person.

3.3 Each party must pay their own costs of preparing their case and going to any Hunt ADR Business Mediation session. The parties agree that neither one of them will take legal action against the other to recover these costs.

3.4 If the dispute involves more than two parties or is for more than £500,000 the cost of Hunt ADR Business Mediation will be agreed between Hunt ADR and the parties before the mediation begins.

4 Documents

4.1 Each party may prepare for the other Parties and the Mediator prior to the Hunt ADR Business Mediation the following:

- A Mediation Bundle – to be agreed between the Parties

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- A Position Statement

4.2 In addition, but without obligation, each party optionally may elect to prepare a Confidential (for your eyes only) Position Statement and submit this privately and confidentially to the Mediator. The fact of such submission as well as the contents of the Confidential Position Statement shall remain confidential between the Mediator and the party submitting it.

4.3 A Mediation Bundle containing documents the parties have agreed to produce to the Mediator, together with each party's Position Statement, shall be provided to the Mediator by close of business no less than 3 working days before the date of the Hunt ADR Business Mediation unless other arrangements have been agreed with the Mediator. It is for the parties to determine in advance if they wish to exchange their Position Statements with each other prior to the Hunt ADR Business Mediation taking place.

5 Confidentiality

5.1 We, the Mediator, any assistant mediator and the parties to the dispute must not give any details of the mediation to anyone not involved in it unless this is necessary by law or to enforce the Hunt ADR Business Mediation Settlement Agreement. Despite this, we and the Mediator may:

- process information relating to the use of the procedure;
- compile, analyse, keep and publish anonymous information and statistics from the use of the procedure; and
- monitor and review the use of the procedure;

as long as no personal or confidential information is published (except with the relevant person's or party's permission).

6 Protection of Hunt ADR

6.1 We will not be liable for anything we do or fail to do in appointing the Mediator unless we act in bad faith. By accepting these rules, the parties agree to indemnify us against any possible legal action brought by any third party for anything we do or fail to do in appointing the Mediator (unless acting in bad faith).

6.2 We will not be liable for anything the Mediator (or his employees or agents) does or fails to do when acting as Mediator under these rules. By accepting these rules, the parties agree to protect us against any possible legal action arising from the Mediator's actions, unless we have acted in bad faith.

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7 Mediator's protection

7.1 The Mediator (and his or her employees or agents) will not be liable for anything they do or fail to do in meeting their responsibilities as Mediator, unless they act in bad faith. The parties will indemnify the Mediator and any assistant against any possible legal action arising from their actions.

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