

TERMS AND CONDITIONS

These Terms and Conditions apply to the provision of Mediation Services as detailed in the correspondence by way of emails and/or letters from Essential Mediation Solutions Ltd (“EMS”) to the Parties and/or their representatives under which EMS agrees to perform the Services and to which these Terms and Conditions are attached (“the Correspondence”).

The Parties are deemed to have accepted these Terms and Conditions on acceptance of EMS’s Services or from the date of any performance of the Services, whichever happens earlier. These Terms and Conditions, the Agreement to Mediate and the Correspondence are the entire agreement (“the Agreement”).

1. APPLICATION

1.1. These Conditions form part of the Agreement and shall prevail over any terms and conditions (whether or not inconsistent with these Conditions) contained in or referred to in any correspondence, order, purchase order or other documentation submitted by the Parties or elsewhere or implied by custom, practice or in the course of dealing.

2. SERVICES TO BE PROVIDED BY EMS

2.1. The Mediation shall be held and conducted according to the Agreement to Mediate.

2.2. EMS shall use its reasonable endeavours to provide the Services at the premises and at the dates and times specified in the Correspondence.

2.3. EMS shall not be obliged to commence the Services until all (if any) materials and information be provided by the Parties as specified by EMS to EMS’s satisfaction.

2.4. EMS makes no warranty and sets no expectation that the performance of the Services will lead to any particular result or conclusion.

2.5. The Services provided by EMS will be performed on a non-exclusive basis.

2.6. The parties shall use all reasonable endeavours to respond promptly to any request for guidance or information reasonably required by EMS to enable it to perform its Services.

3. PRICE AND PAYMENT

3.1. In consideration of EMS carrying out the Services set out in the Correspondence, the Parties agree to pay the Price and other such costs and other expenses as are set out in the Correspondence and Agreement to Mediate to EMS.

3.2. The Parties will make all payments without deduction or set-off except as required by law.

3.3. The Parties shall pay all sums due in respect of any invoice within the time stipulated on that invoice.

3.4. All sums due to EMS which are not paid by the due date (without prejudice to EMS's other rights under the Agreement) bear interest from day to day at the annual rate of 5% over the base rate from time to time of NatWest plc.

4. CANCELLATION

4.1. Where a cancellation is made by either of the Parties after the mediation date has been agreed, but more than 14 days ahead of that date, there is no cancellation charge.

4.2. Where a cancellation is made by either of the Parties after the mediation date has been agreed, within 14 days ahead of that date, 50% of the agreed fee will be payable.

4.3. Where a cancellation is made by either of the Parties after the mediation date has been agreed, within 48 hours of that date, the full agreed fee will be payable.

4.4. All agreed expenses incurred by EMS will be payable in full.

5. CONFIDENTIALITY

5.1. EMS, the mediator, parties and anyone involved in the mediation shall maintain and respect the confidentiality of any and all information connected with the mediation as stipulated in the Agreement to Mediate. The Parties will voluntarily sign the Agreement to Mediate prior to the start of the Services.

6. LIABILITY

6.1. EMS shall use reasonable care and skill in carrying out the Services under the Agreement.

6.2. To the maximum extent possible, all conditions and warranties on the part of EMS which would otherwise be implied by statute, regulation or common law into the Agreement are excluded.

6.3. Without prejudice to any other limitation or exclusion of liability under the Agreement, the total liability of EMS to the Parties in respect of any one event or series of connected events, shall not exceed the Price payable by the Parties to EMS.

6.3.1. EMS shall not in any circumstances be liable to the Parties, whether arising from tort, breach of statutory duty, breach of contract, any form of misrepresentation or otherwise for loss of profits (direct or indirect), loss of business or loss of anticipated savings or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

6.4. Where the Services are delivered at one of the Parties' premises, the Parties shall ensure the safety of any EMS personnel while at the Party's premises.