

LCAM Central London County Court Mediation Scheme (LCAM CLCC Scheme) – Intermediate Track

LCAM Terms, Booking Form and Mediation Agreement

OVERVIEW

About London Chamber of Arbitration and Mediation (LCAM)

LCAM was launched by the London Chamber of Commerce and Industry (LCCI) to provide innovative, speedy, and cost-effective services to help resolve commercial disputes without going to court. LCAM offers arbitration, expedited arbitration, and mediation services delivered by a diverse panel with many years' experience in alternative dispute resolution. LCAM's Model Mediation Procedure provides a framework for an effective and confidential mediation process. Oversight is provided by the LCAM Advisory Board. Fees are fixed, providing cost-certainty and good value without compromising quality.

Mediation scheme for the Central London County Court

LCAM is authorised to administer this mediation scheme for the Central London County Court (CLCC). Under this scheme, LCAM offers three mediation services, respectively, for the fast track, intermediate track and multi-track. Parties will be notified by the CLCC that they can opt into the relevant mediation scheme. Once the parties agree to mediate using the LCAM scheme, on the fast track cases, LCAM will appoint a mediator. On the intermediate track and multi-track parties will choose from an LCAM-approved list. The Mediator will contact the parties, gather all necessary information, and bring the parties together on the mediation day to work towards reaching a settlement, either in person or remotely. Parties have the choice of mediating for half-day or full-day, fees are fixed and there are no separate costs for LCAM's administrative support. The scheme is managed, and oversight provided, by the LCAM Advisory Board.

LCAM TERMS

These Terms, Booking Form and Mediation Agreement are for cases allocated to the intermediate-track.

Service

- Parties will be notified by the CLCC that they can opt into this scheme.
- Once the parties agree to mediate, they should complete the booking form below and make payment of the mediation fee. The Mediator will contact the parties, gather all necessary information, and bring the parties together on the mediation day either online or in person to work towards reaching a settlement.
- All mediators on the LCAM panel are accredited. The scheme is managed, and oversight provided by the LCAM Advisory Board.

Fees

Parties have the choice of mediating for half-day or full-day and fees are fixed

- Half-day mediation (3 hours) is £350 plus VAT per party. Additional mediation hours will be charged at £100 plus VAT per party.
- Full-day mediation (7 hours) is £500 plus VAT per party. Additional mediation hours will be charged at £100 plus VAT per party.

The fees above cover

- Reasonable mediation preparation, mediator expenses and LCAM's administrative fees.

The fees do not cover

- Venue for the mediation if held in person.
- Extensive written material or engagement in intensive pre-mediation engagement. Where in LCAM's reasonable opinion there is extensive written material and/or where intensive pre-mediation engagement is requested, then LCAM may decline to provide this service or may seek to agree a suitable fee with the parties. It is important to note that this scheme is intended to provide a cost-effective means of resolving disputes in order to support parties.
- Disputes with a claim value of over £100,000, are excluded from this scheme, although parties are welcome to contact LCAM to explore our other fixed-fee mediation offerings.

Once a mediator has been appointed, all fees are non-refundable.

Venue

The mediation can take place

- Online on an appropriate platform agreed by the Mediator.
- LCAM's offices (subject to availability). We are based at 33 Queen Street, London, EC4Y 1AP, a few minutes' walk away from Bank and St Paul's Station. An allocated advisor will be available from 8.30 am to assist parties with their visit, including access to printing, scanning, out of hours assistance and other enquiries. All rooms are equipped with high-speed WIFI, video conferencing facilities and telephones. The main hearing room can hold up to 18 people and the other rooms hold 4 – 6 people. Three rooms (main room and two breakout rooms) can be booked by parties at a discounted rate of £400 plus VAT, to be divided between the parties.
- A venue organised and agreed by the parties, who may wish to use their law firm's offices.

Mediator

- LCAM will carry out a conflict check.
- LCAM will then provide the parties with a shortlist of mediators to choose from and mutually agree or the parties may opt for LCAM to select the mediator. The mediator will be appointed within 2 working days of receiving the parties' booking form.
- When making recommendations or selecting a mediator, LCAM will consider the relevant dispute and mediator availability.

Making payment

Please make payment upon submitting the booking form and ensure

- The reference LCAM CLCC Mediation is used when making the bank transfer.
- The date that payment was made and payee names are included in your cover email when submitting your booking form.

Payment details

Account Name: London Chamber of Commerce and Industry (LCCI)

Account Number: 23109517

Sort Code: 16 00 15

IBAN: GB92 RBOS16001523109517

Bank: Royal Bank of Scotland plc GB 243 4543 74

Submitting your booking form

- Please submit your booking form to mediation@lcam.org.uk
- If you have not received confirmation of receipt within 2 working days, please call us on 0207 203 1946
- When submitting the booking form, please ensure all parties are copied into the correspondence and that the signed mediation agreement is submitted together with the booking form.

Checklist

Before submitting the Booking Form please ensure that

- You have read LCAM's introductory guide to mediation, 'What is Mediation?', the Terms and also the Mediation Agreement.
- You have contacted LCAM if you have any questions about the service or the mediation process.
- Both parties have completed the booking form and signed the mediation agreement.
- You have provided availability details, with multiple dates that both parties are available.
- Payment of the mediation fee has been made.

BOOKING FORM

Party A (Claimant)

Name

Address

Telephone

Email

Legal Representative

Firm

Contact

Telephone

Email

Summary of Dispute

Please provide a brief overview of Party A's case

Party B (Defendant)

Name

Address

Telephone

Email

Legal Representative

Firm

Main Contact

Email

Telephone

Email

Summary of Dispute

Please provide a brief overview of Party B's case

Dates both parties are available to mediate

Please list dates both parties are available for at least the next 30 days

Mediator

The parties have agreed (*please tick to confirm*):

LCAM will provide a shortlist of mediators for the parties to choose from

LCAM will select the mediator

Claim Value

The value of the claim is less than £100,000 (*please tick to confirm*).

MEDIATION AGREEMENT

This Agreement is between

Party A (Claimant) of

Address

and

Party B (Respondent) of

Address

and

Mediator provided by the London Chamber of Arbitration and Mediation

and

London Chamber of Arbitration and Mediation (LCAM)

1. Agreement

- 1.1 The parties agree to try to settle their dispute in good faith by mediation.
- 1.2 The parties acknowledge and agree that mediation is assisted negotiation during which the parties work together in an effort to achieve a mutually agreeable settlement.
- 1.3 In entering into this Agreement, the parties and their representatives agree to work cooperatively.
- 1.4 This Agreement will come into existence at the point LCAM confirms the mediation and appointment of the Mediator.

2. Authority

- 2.1 The person signing this Agreement on behalf of each party agrees that they have authority to do so, and to bind that party (and all other persons present at the mediation on that party's behalf) to observe the terms of this Agreement.
- 2.2 The parties must ensure that a lead negotiator with full and unconditional authority to settle the dispute attends the mediation.

3. Limitation of Liability

- 3.1 Neither the LCCI, LCAM, its officers or employees, the Board, nor any Mediator are liable to any party for any act or omission in connection with the mediation, save only where there is proven to have been (i) fraud or (ii) wilful misconduct, or to the extent to which this provision is otherwise prohibited by any applicable law.

4. Confidentiality and Privacy

- 4.1 All mediation sessions shall be private and attended only by the Mediator, the parties, and their representatives.
- 4.2 There shall be no recording or transcript of the mediation (or any part of it) in any form.
- 4.3 The mediation process and all negotiations, statements and documents prepared for the purposes of the mediation shall be confidential and covered by without prejudice privilege and/or any equivalent privilege to the greatest extent permitted by any applicable law.
- 4.4 Unless otherwise agreed by the parties in writing or required by law, no such documents shall be disclosable or admissible in evidence in any proceeding unless but for the mediation they would in any event have been disclosable or admissible.
- 4.5 The parties shall not rely upon or introduce into evidence in any proceedings any admissions, proposals or views expressed by the parties or the Mediator during the mediation.
- 4.6 The Mediator will not voluntarily act or agree to act as a witness, expert, consultant or in any other capacity in any litigation, arbitration or other proceedings relating to or arising out of the dispute or the mediation.
- 4.7 The parties will not make any application to call the Mediator as a witness in any such proceedings relating to or arising out of the dispute or the mediation, or require the Mediator to produce into evidence any notes, documents or records relating to the mediation.
- 4.8 Notwithstanding the provisions above, if any party makes an application or request in relation to any of the matters set out above, the party (or parties) making the application or request agree to indemnify and hold the Mediator harmless in respect of all costs and expenses (including reasonable legal costs and the reimbursement of the Mediator's time at their usual hourly rate) incurred in responding to or resisting such an application or request.

5. Conclusion

The mediation will conclude when;

- 5.1 There is a settlement agreement signed by all parties; or
- 5.2 The parties advise the Mediator that in their view a settlement cannot be reached, and they wish to conclude the mediation; or
- 5.3 The Mediator advises the parties that they consider that the mediation process will not resolve the dispute; or
- 5.4 The time limit for mediation in an agreement between the parties has expired and the parties have not agreed to extend the time limit.

6. Settlement

- 6.1 If an agreement is reached between the parties, a written agreement or (if appropriate) heads of agreement will be prepared and signed by the parties.
- 6.2 No agreement as to the terms of any settlement reached during the mediation shall be legally binding unless and until it is reduced to writing and signed by the representatives for and on behalf of the parties.
- 6.3 The parties shall be legally bound by any settlement so reduced to writing and signed and undertake to give effect to such settlement in accordance with its terms.
- 6.4 The terms of any settlement shall be confidential unless the parties agree otherwise in writing.

7. Fees and Cost of the Mediation

- 7.1 Parties will be responsible for the fees and expenses of LCAM and the Mediator (the "Mediation Fees"), in accordance with the Terms for the LCAM Central London County Court Mediation Scheme for the relevant track. Unless agreed otherwise by the parties in writing and notified to LCAM, the Mediation Fees will be split equally between the parties.
- 7.4 The Mediator's travel expenses are included within the fixed full day or half day fee (the "Fixed Mediation Fee").
- 7.5 Any additional mediation fees incurred are due within 30 days of the mediation date.
- 7.6 Venue costs are not included in the Fixed Mediation Fee.
- 7.7 The parties will bear their own legal and other costs and expenses of preparing for and attending the mediation.
- 7.8 Each party agrees that any court or tribunal may treat the Mediation Fees and each party's legal costs as costs in the case in relation to any litigation or arbitration where that court or tribunal has power to assess or make orders as to costs.
- 7.9 The fees paid are non-refundable after LCAM has confirmed the mediation and appointed a mediator.

8. Legal status and effect of the mediation

- 8.1 This agreement shall be governed by and construed in accordance with English law.
- 8.2 The Courts of England and Wales shall have exclusive jurisdiction over any matters arising out of or in connection with the mediation or this agreement.

Signed

Party A (Claimant) _____ of _____

Print name

Party B (Respondent) _____ of _____

Print name

Mediator

LCAM

Contact us

E: info@lcam.org.uk

W: lcam.org.uk

T: +44 (0)20 7203 1946

