



In-House (PBS) Ltd
Workplace / Employment Mediation
Terms and Conditions of Business

These are the terms and conditions under which you have agreed to receive, and In-House (PBS) Ltd has agreed to supply you with, mediation services ('the Agreement')

These terms constitute the contract between **In-House (PBS) Ltd** ("In-House" and "we", "us") and **you**, the person or organisation engaging us ("the Client", "you" etc) for the supply of mediation services. You should read them carefully before accepting the terms of this Agreement.

The Hourly Rate: £150 + VAT
The Mediation Fees: £1,750 + VAT
Mediator: James Hazel

Booking Terms

1. You have agreed to engage the Mediator (as defined above) as your mediator. To avoid doubt, your contract for the supply of mediation services is with In-House (PBS) Limited, a company registered in England under company number 9495745 whose registered office is at The Boat House, Burton Lane End, Burton Waters, Lincoln LN1 2UA. There is no contract between you and the Mediator.
2. A mediation booking will only be confirmed once we have received written confirmation from all the parties that they intend to proceed. We remain free to cancel the mediation and accept other assignments at any time up to the point of receiving written confirmation from all parties that they intend to proceed.
3. Neither the Mediator nor In-House are your agent. You acknowledge that, irrespective of how the mediation fees are split, or not, the Mediator will remain neutral throughout the process. Neither the Mediator nor In-House warrant that the mediation will achieve any specific or particular outcome or resolution.

Confidentiality and Data Protection

4. In-House will take reasonable precautions to safeguard and keep secret all information that, by its nature, is obviously confidential (in that its disclosure in the public domain is likely to be prejudicial to your legitimate business interests) and information which is expressly marked as confidential.
5. We take privacy very seriously and will observe our obligations under the Data Protection Act 2018 and the UK General Data Protection Regulation (**Data Law**). For more information about

how we use your personal data and your legal rights, see our privacy policy at <http://www.joannecostallconsultancy.co.uk/privacy-and-cookies.html>.

6. Where you provide us with personal data (including special categories of data) (**Personal Data**), you confirm that you have a legal basis for doing so and that you have appropriate technical and organisational measures in place to comply with your legal obligations under Data Law. You agree that you are the controller of such data and we are the processor.
7. In consideration of the warranty you have provided at clause 6 above, we agree that, where we are processing personal data on your behalf, we will:
 - (a) Unless prohibited by Data Law, only process Personal Data on your documented instructions;
 - (b) ensure that our staff are committed to confidentiality;
 - (c) comply with article 32 of the GDPR, in particular by ensuring that appropriate technical and organisational measures are in place to ensure a level of security appropriate to the risk;
 - (d) not engage a sub-processor without your written consent;
 - (e) taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights;
 - (f) assist you in ensuring compliance with your obligations pursuant to articles 32 to 36 of the GDPR, account the nature of processing and the information available to the processor;
 - (g) at your choice, delete or return all the Personal Data to you after the end of the provision of services relating to processing, and delete existing copies unless Data Law requires storage of the personal data;
 - (h) make available to you all information necessary to demonstrate compliance with the obligations laid down in article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you.
8. You agree that In-House will not assume responsibility for the truthfulness, veracity or accuracy of any information, or Personal Data, supplied to In-House, whether confidential or otherwise.

Fees

9. You agree to pay the Mediation Fee (as defined on the cover page) which includes:
 - **Initial meetings held virtually with two parties, up to a maximum of 1 hour each**

- **Pre-reading, up to a maximum of 3 hours**
 - **Mediation, in person at a suitable venue, up to a maximum of 8 hours**
10. Where we carry out work in excess of that included in the Mediation Fee as described in clause 9 above, we will charge in accordance with the Hourly Rate (as defined on the cover page).
11. All fees due under this Agreement are payable by you, without deduction, lien, counter-claim or set-off, no later than three working days prior to the mediation. Failure to pay any fees due under this Agreement on time may result in the mediation being cancelled or postponed.
12. In addition to any fees due under this Agreement, you agree to reimburse In-House for all expenses properly and reasonably incurred in connection with the mediation, including mileage of 45 pence per mile.
13. You are responsible for organising and paying for a suitable venue that can accommodate three private rooms of suitable size with refreshments.
14. Following the mediation, In-House will invoice you for any additional fees based on the Hourly Rate or expenses, which are payable within 14 days of our invoice.
15. All sums due under this Agreement:
- (a) are exclusive of value added tax, which is payable by you in addition to the fee at the prevailing rate. Our VAT registration number is 308 2161 33;
 - (b) shall be made by the due date, failing which In-House may charge you interest on late payments on a daily basis at a rate equivalent to 4% above the base lending rate of Barclays Bank plc then in force; and
 - (c) shall be paid in pounds sterling by cheque or direct transfer to the following account: In-House (PBS) Limited; Account Number 43203611; Sort Code 05 05 63.

Cancellation Charges

16. A fee will be payable by you in the case of cancellation in certain circumstances. All cancellations must be in writing. The cancellation fee will be calculated as a set fee or percentage of the Mediation Fee as follows:

Notice given	Fee Payable (% of Mediation Fee)
7 – 8 days	25%

5 – 6 days	50%
3 – 4 days	75%
2 days or less	100%

17. Cancellation charges are in addition to charges for expenses properly incurred prior to cancellation. Cancellation includes rescheduling.

Liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

18. In-House will use reasonable care and skill in performing the services but give no other warranties, promises or undertakings in respect of the mediation. All warranties implied by law are excluded to the fullest extent of the law.

19. Except in the case of death or personal injury caused by In-House's negligence, and save to the extent that it has not been excluded or limited elsewhere by virtue of these terms and conditions, In-House's total aggregate liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed two million pounds (£2,000,000).

20. In-House shall not be liable to you in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business, reputation, contract or goodwill, howsoever arising.

21. You shall indemnify, keep indemnified and hold In-House and the Mediator harmless from and against all liabilities arising from loss, damage, liability or injury to In-House or the Mediator, or to any third parties within or outside the scope of this Agreement incurred or suffered in connection with:

- (a) Your negligence or breach of this Agreement,
- (b) In-House's engagement under this Agreement, or
- (c) the mediation.

Except the Client shall not be liable under the indemnity given under clause 21 where and to the extent that a court giving a final judgment holds that any loss, damage or liability are the result of the gross negligence, wilful misconduct or fraud of In-House.

22. You agree to hold harmless, and hereby waive and forever discharge all claims against, any individual employee, officer or agent of In-House, including the Mediator, acting in the proper

performance of their duties in all contexts and circumstances connected with the mediation or this Agreement.

23. The parties agree that any claim for breach of this Agreement, or for professional negligence, by any party against the other must be brought within a period commencing on the date of the accrual of the cause of action and ending two years thereafter.

Your obligations

24. During the existence of this Agreement, you agree:

- (a) To cooperate with In-House to such an extent as is reasonably required to enable the mediation to take pace and run smoothly and fairly;
- (b) To provide In-House with such information and documentation as is reasonably required to enable In-House; and
- (c) To take reasonable steps to ensure that any of your employees, contractors or agents comply with the provisions of this Agreement.

Force majeure

25. Neither of us shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances exist for a continuous period of more than 2 months, either of us may terminate this Agreement by written notice to the other.

Jurisdiction

26. This Agreement shall be construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.

Miscellaneous Provisions

- a. **ASSIGNMENT** We may assign or transfer the rights and obligations of In-House hereunder to any other entity provided that we notify you first in writing. You may not assign, transfer or charge this Agreement or any of the rights, obligations or entitlements contained within it, without the prior written permission of In-House.
- b. **CONFIDENTIALITY** The terms of this Agreement are confidential to us and must not be disclosed to any third parties without the prior written consent of both of us.



- c. **ENTIRE AGREEMENT** This Agreement contains the whole agreement between us and supersedes any prior written or oral agreement between us in relation to the Services. You confirm that you have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. No oral explanation or oral information given by either of us shall alter or affect the interpretation of this Agreement.
- d. **NOTICES** Any notice due or required to be served under this Agreement shall be in writing and sent by recorded delivery to your registered business address or by electronic mail to whatever email address we use to contact you in connection with the Services from time to time and, in the case of In-House, In-House's registered address which is The Boat House, Burton Lane End, Burton Waters LN1 2UA.
- e. **NO PARTNERSHIP** Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between us, nor the relationship of employer and employee under a contract of service, nor the relationship of principal and agent.
- f. **SEVERANCE** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or if indications of this are received by either of us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, or at my discretion, that provision may be severed from this Agreement, and in either event, the remaining provisions of this Agreement shall remain in full force and effect.
- g. **THIRD PARTIES** Nothing contained within this Agreement is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.
- h. **VALUE ADDED TAX** In-House is registered for VAT. All charges are plus VAT at the prevailing rate.
- i. **VARIATION.** In-House reserves the right to vary these terms and conditions at any time on written notice where it is in our best interests to do so, provided that we only do so in good faith.