



Standard Terms of Business

These terms and conditions apply to Services provided by Moving On Mediation Ltd (company number **13714626**) (“Moving On Mediation Ltd” or “we” or “us”) to you as Client (“you” or “your”).

You may contact us on antonia@movingonmediation.co.uk and/or **07800714817**

1. The Services

- 1.1. We shall provide Mediation and any other dispute resolution or other services by agreement with you. We will provide the Services with reasonable care and skill in accordance with the Code of Excellence and any other applicable code of practice, rules or law which govern our practice and services.
- 1.2. We reserve the right to vary or withdraw any of the Services without notice.
- 1.3. Where the Services include mediation, this will be governed by the Agreement to Mediate which each party and representative and attendee must sign.

2. Cancellation and Variation

- 2.1. You are permitted to cancel your agreement at any time. Cancellation of the Services is subject to a cancellation fee of 50 per cent of the Fees charged for the Services.

3. Fees

General Fees

- 3.1. The Fees for the Services shall be those which are advertised at the time you placed an order for them.
- 3.2. Unless otherwise specified at the time you purchase the Services the Fees are exclusive of VAT or other local taxes, the cost of some materials and third-party services and products. Each of these costs will be set out clearly before you agree to purchase the Services or before each separate purchase of third-party services.
- 3.3. Fees must be paid in full prior to our commencing the Services.
- 3.4. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account and we shall not be responsible for these.
- 3.5. You shall be responsible for all costs you incur in connection with your Services.

Mediation Fees

- 3.6. The Fees for mediation services shall include:
 - 3.6.1.1. Up to and including three hours of preparation time
 - 3.6.1.2. The mediation session
 - 3.6.1.3. The cost of using an online platform for remote mediation services
- 3.7. The Fees for mediation services shall not include:
 - 3.7.1.1. Preparation time which exceeds three hours
 - 3.7.1.2. Additional hours beyond the agreed time for the session
 - 3.7.1.3. Travel costs where applicable
 - 3.7.1.4. Venue costs where applicable
- 3.8. All Fees charged as additional to the mediation Fee will be invoiced for immediate payment as separate invoices raised in line with clause 4.10.
- 3.9. The Fees for mediation services will be payable on a per party basis and will be invoiced accordingly, unless agreed otherwise.



4. Liability

- 4.1. Although we aim to provide the Services to the highest standards of the industry, neither Us, nor our associates accept any liability for (i) any inaccuracy or misleading information and any reliance by the Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.
- 4.2. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 4.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).
- 4.3. Subject to clause 4.5 below, our total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Services (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in relation to which a dispute has arisen.
- 4.4. Nothing in this Agreement shall exclude or limit our liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.
- 4.5. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

5. Confidentiality

- 5.1. The Services provided to you will be under the strictest confidentiality. Where we are providing mediation services, the terms of this will be governed by the Agreement to Mediate which must be signed by all parties and representatives and attendees of the mediation.
- 5.2. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand and not retain copies of it.
- 5.3. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.
- 5.4. This clause shall continue notwithstanding termination of these terms and conditions.

6. Termination

- 6.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:
 - 6.1.1.1. fail to pay when due your Fees;
 - 6.1.1.2. are in breach of these terms and conditions.
- 6.2. On termination clause 4 (liability), 6 (confidentiality) and 10 (assignment) shall continue notwithstanding such termination.

7. Assignment

- 7.1. Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned by you to any other person.
- 7.2. Save for clause 7.3, we may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion and without prior notice to you.



7.3. Where the Services include mediation or other dispute resolution, we will not be permitted to assign, transfer or sub-contract the provision of the Services without prior agreement between Us and the parties. In respect of clause 7.3, our right to assign, transfer or sub-contract the administration of such Services remains unaffected.

8. Entire Agreement

8.1. These terms and conditions, together with the Website Disclaimer are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

9. Force Majeure

9.1. We shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, or any term currently excluded by our Insurance Provider at the time of the claim.

10. Data Protection

10.1. The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

10.2. When you engage with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services and otherwise as required during the normal provision of the Services.

10.3. We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and provide you with communications. We will not pass any personal data onto anyone outside of our organisation unless necessary to fulfil our obligations under the terms of the Services or as required by law or regulation.

10.4. We endeavour to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

10.5. If you wish to change or update the data we hold about you, please e-mail antonia@movingonmediation.co.uk or contact us on 07800714817.

11. Law and Jurisdiction

11.1. This Agreement is subject to law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

12. Notices

12.1. You can contact us by any of the following methods:

Email: antonia@movingonmediation.co.uk

Telephone: 07800714817