

# Terms and Conditions

## Family Mediation and Mentoring LLP - Terms and Conditions

These Terms and Conditions shall apply to all bookings made with Family Mediation and Mentoring LLP. Please read these terms and conditions carefully, you should understand that by booking with us, you agree to be bound by these terms and conditions.

### 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**"the Agreement"** means the agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the booking;

**"Client"** means you, the business or the consumer (as defined in the Consumer Rights Act 2015) or business purchasing our Services.

**"Company", "We" and "Our"** refers to Family Mediation and Mentoring LLP;

**"Confidential Information"** means, in relation to either Party, information which is disclosed to that Party by the other Party in accordance or connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

**"Parties"** means the persons involved in the Session;

**"Estimate"** remains open for acceptance for a period of 28 days and means the written or verbal Quotation for the performance of the Services or any other Services as may from time to time be amended by the written agreement of both the Company and the Client;

**"Confirmation"** means the notification made by the Company that the booking has been accepted. This notification is subject to these Terms and Conditions;

**"Fees"** refers to the Fees of all Services listed in this Agreement, and any additional services we may provide;

**"Services"** means the mediation, dispute resolution services, information meetings, MIAMS and any training, coaching or mentoring;

**"Session"** means the mediation session or other meeting the subject of this agreement;

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and "written" includes emails;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.4 a Schedule is the schedule to accompany these Terms and Conditions;

1.2.5 a clause is a reference to a clause of these Terms and Conditions; and

1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions. Words imparting the singular number shall include the plural and vice versa. References to persons shall include corporations.

### 2. How the Contract is formed between the Company and the Client

- 2.1 Our Services can be booked online or via the telephone or email;
- 2.2 Your booking constitutes an offer to us. All bookings are subject to acceptance by us and we will confirm such acceptance to you over the telephone or via email depending on how we have communicated, to advise that the booking has been successfully confirmed.
- 2.3 Clients must pay for the Session at the time of booking in order for the booking to be confirmed unless a separate agreement has been reached in writing between the Company and the Client.
- 2.4 The Client is required to provide the following information during the booking process:
- 2.4.1 Background of the dispute if mediation Services are required
- 2.4.2 An explanation of what other Services the Client is looking for from Family Mediation and Mentoring LLP
- 2.5 For our mediation Services we will send you a file opening form and a preliminary information form and an agreement to mediate which must be completed by the Parties and sent back to us via email prior to the Session.
- 2.6 In accepting these terms and conditions you acknowledge that you do not rely on any representations regarding the Services save for those made in writing by us. No descriptions of the Services set out on our website or in any marketing literature shall be binding on us and are intended as a guide only.
- 2.7 The Client will be deemed to have full authority to make a booking regarding the Session that is scheduled.
- 2.8 We reserve the right to make any changes to the Services but will endeavour to keep any such changes to a minimum.
- 2.9 Should any information provided change at any stage or be found to be incorrect, either deliberately or otherwise, we reserve the right to amend or cancel the booking and the return of any payments shall be at our sole discretion. We also reserve the right to charge for any Fees incurred by us in amending or cancelling your booking.

### 3. Supply of Services

- 3.1 All Services are offered by appointment only, we cannot guarantee a particular date and/or time until a Session is booked, we shall not reserve time for a Client without payment.
- 3.2 We warrant to the Client that all Services supplied under this Contract will be carried out with reasonable care and skill by personnel whose

qualifications and experience will be appropriate for the tasks to which they are allocated.

- 3.3 The Parties will attend mediation or dispute resolution Sessions to attempt to negotiate a settlement of the dispute but no offer, proposals or comment made at the Session will constitute a binding offer or agreement until the same are committed to writing and signed by all the Parties after having had the opportunity to obtain independent legal advice.

- 3.4 We must have full disclosure of any ongoing issues relating to the dispute, or any serious incidents that need or have been reported. Our Services are based on the information that you provide, and we have access to; we shall not be liable for any misrepresentation of your dispute or circumstances based on information that has not been fully disclosed to us.

- 3.5 Where stated in the Quotation we will facilitate the drawing up of a Memorandum of Understanding and Open financial statement that has been discussed at the Session.

- 3.6 Due to the nature of the Services, no recording or transcript of the Session will be made. Once the Session has been completed, a summary of action points will be sent to you.

### 4. Client's Obligations

- 4.1 The Client will:

4.1.1 be responsible for their state of health, physical condition and wellbeing at all times;

4.1.2 provide us with such reasonable information and assistance as we may request during the initial consultation or otherwise;

4.1.3 act in accordance with any and all reasonable instructions issued by us in relation to the Quotation. We shall not be liable for any failure to provide the Services or any part thereof which arises out of the Client's failure to follow any such instructions.

4.1.4 Where the Services are to be provided in a virtual format, You must attend the arranged Session on time ensuring you are in a quiet location, with minimal distractions, good wi-fi access and be fully focused; any Sessions that are delayed by 15 minutes will be treated as cancelled and lost and no refunds will be due in accordance with Clause 7.5;

### 5. Fees and Payment

- 5.1 Unless otherwise stated in our estimate, our standard payment terms for one-off Sessions must be paid in advance.

- 5.2 Where applicable unless otherwise stated in writing, we shall charge our reasonable travelling time and travel expenses, accommodation, any incidental expenses for materials used and for third party goods and services supplied in connection with the Services. We will only ever charge for these additional costs if they have been agreed with the Client in writing in advance.

- 5.3 All invoices are payable upon receipt and all Fees for one-off meetings are payable by Stripe, in pounds sterling and for which we send a payment link. Other mediation meetings are payable by BACS, we do not accept credit card payments.

- 5.4 If the Session goes beyond what was stated within the estimate originally quoted for, we shall charge for the same at our then current rate.

- 5.5 The Client will pay for any additional Services (and additional expenses incurred as a result) provided by us that are not specified in the estimate including extended Sessions. These additional services will be charged in accordance with our current, applicable rate in effect at the time of performance, or such other rate as may be agreed.

- 5.6 Interest is payable on all overdue sums from the date payment was due until it is actually made, at the rate of 4% per annum above the Bank of England base rate from time to time. We also reserve the right to suspend any further Services and charge for costs associated with recovering late payments.

### 6. Variations and Amendments

- 6.1 If the Client wishes to vary the Services to be provided, they must notify us as soon as possible. We shall respond to the Client as to whether we agree to the variation and, if so, details of the cost of the variation and any effect on any other aspect of the Contract, including any change in timescales.

- 6.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we shall notify the Client immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

- 6.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with the terms for payment herein.

### 7. Cancellation

- 7.1 If you are a consumer in the European Union, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.

- 7.2 This period ends 14 calendar days after the date of our confirmation.

- 7.3 However, if you expressly state that you wish to receive the Services within this initial 14 day cooling off period, your right to cancel within this period will be lost and payment will be required for all Services booked during this time.

- 7.4 If you fail to provide the required notice period at any time including during the 14 day cooling off period, we reserve the right to mitigate our losses and payment may be due to us should we be unable to replace your



booking with another client. In any event we will use all reasonable endeavours to ensure your cancelled appointment is filled.

- 7.5 After the cooling off period has expired should you have to cancel or postpone a session, you must give us at least 3 full working days clear notice. Otherwise, you will still be charged the price of the Session.
- 7.6 If you know you are going to be late for a Session you should let us know as soon as possible, arriving late may result in the appointment being treated as cancelled without notice and subject to clause 4.1.4 above.
- 7.7 If we have to cancel a Session, we will give you as much notice as possible. We will offer you an alternative date and you won't be charged for the missed session.

## 8. Liability and Indemnity

- 8.1 The following provisions set out our entire liability (including any liability for the acts or omissions of our employees) to the Client in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
- 8.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 8.3 Nothing in these terms and conditions excludes, limits or seeks to exclude or limit our liability for death or personal injury caused by our negligence or fraud or fraudulent misrepresentation.
- 8.4 Subject to clause 8.3:
  - 8.4.1 we shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising even if the loss is reasonably foreseeable or the Company has been advised of the possibility of the Client incurring it; and
  - 8.4.2 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the fees paid by the Client for the Services in the 6 months preceding;
  - 8.4.3 we accept no responsibility whatsoever for third party services, including, but not limited to, advice given; and
  - 8.4.4 we accept no responsibility whatsoever where our Services have been provided on a free basis.
- 8.5 We will provide the Client with such information and advice in connection with the Services as the Client may, from time to time, reasonably require. However, we accept no responsibility for any actions taken or not taken as a result of such advice or recommendations, nor shall we be liable for any consequences should any professional advice not be taken.
- 8.6 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

## 9. Data Protection

- 9.1 Where you provide us with personal and financial information relating to others, for example, family members, dependants, joint asset holders, business colleagues or other professional advisors, you confirm that you have their consent or are otherwise entitled to provide this information to us and we can use it in accordance with the Contract.
- 9.2 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the Services.
- 9.3 We undertake that, unless authorised in writing by the other Party, they shall at all times throughout the duration of the Contract, and indefinitely after its termination, keep confidential all Confidential Information unless otherwise permitted to by law.
- 9.4 We agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018 and any subsequent amendments to it.
- 9.5 Notwithstanding the above, we reserve the right to take and use testimonials given by you, in marketing literature and on our website. Please contact us in writing if you do not consent to this usage.
- 9.6 We will not share any of your information with any other agency, company or business for marketing or any other purpose at any time, unless required to do so by law.

## 10. Events outside our control (Force Majeure)

No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, IT failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any

other event that is beyond the control of the Party in question.

11. **No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## 12. Sub-Contracting

- 12.1 The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Company.

13. **Relationship of the Parties:** Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

14. **Notices:** Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 15. Entire Agreement

- 15.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Agreement. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.
- 15.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16. **Our right to vary these terms and conditions:** We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.

## 17. Other Important Terms

- 17.1 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 17.2 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 17.3 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

18. **Law and Jurisdiction:** This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts

#### SCHEDULE TO ACCOMPANY TERMS AND CONDITIONS

- (a) the main characteristics of our services, are family mediation, MIAM's, dispute resolution, information meetings, training, mentoring and coaching;
- (b) our trading name is Family Mediation and Mentoring LLP;
- (c) we provide an online service but face to face meetings can be arranged on request. Our telephone number is 0800 206 2258 and our email address is [hello@familymandm.co.uk](mailto:hello@familymandm.co.uk);
- (d) we do not act on behalf of another business;
- (e) the price for our services is calculated after we know what service the client would like. Some services have a set charge, others have a charge per hour. On occasions, if extra work needs to be done it will be calculated using 6 minute units. In every case we will provide a quotation and a charging rate schedule.
- (f) additional charges may be payable but will not be incurred unless agreed in advance with the client;
- (g) where a series of meetings may be required the client will be informed of the relevant costs for each stage and the charges for the next stage will be agreed in advance of being incurred where there is a need for additional meetings outside of the original quote;
- (h) if the client would like a face-to-face meeting then the relevant charge for the meeting room will be discussed and agreed in advance with the client;
- (i) for meetings booked online payment is due at the time of booking. Subsequent meetings must be paid upon presentation of the invoice for the services provided;
- (j) for a copy of our complaint handling policy please e-mail [hello@familymandm.co.uk](mailto:hello@familymandm.co.uk);
- (k) for details of our cancellation policy please see paragraph 7 of our terms and conditions of business and the cancellation form that accompanies this schedule. That cancellation form sets out the circumstances under which the client loses the right to cancel and when they will be liable for fees;
- (l) the contract with the client lasts for as long as the client requests and books for the required services.



## Cancellation Form

### See paragraph 7 of our Terms and Conditions

Please complete and send us this form by email if you would like to cancel your first booking with us within 14 days of making your first appointment.

If you requested a meeting within this 14 day period you are responsible for our fees and any room charges unless we are able to mitigate the loss by booking another meeting in place of yours.

After the 14 day period we require 72 hours notice for cancellation of any meeting otherwise you will be charged for that meeting. If you have requested face to face mediation we may not be able to cancel the room booking so the charge for that will still apply.

To Family Mediation and Mentoring LLP

From ..... [Add your name]

Date of your Meeting ..... [Add date of the meeting you want to cancel]

I wish to cancel the above meeting

Dated ..... [Add the date you are sending this form]

Please email this form to **hello@familymandm.co.uk**