



terms and conditions

effective conciliation

TERMS & CONDITIONS

By submitting your client complaint to Puzzle Law Limited You agree to following terms and conditions and to the effective conciliation scheme being administered by Clerksroom.

1. The Parties

- 1.1. “You” are the solicitor who have referred this complaint to effective conciliation.
- 1.2. “Your Client” is the client who has made the complaint against You.
- 1.3. “The Conciliator” is the conciliator appointed to carry out the effective conciliation.
- 1.4. “We” are Puzzle Law Limited of 3 Southernhay West, Exeter, EX1 1JG, the provider of the effective conciliation service.
- 1.5. “Clerksroom” of Equity House, Blackbrook Park Avenue, Taunton, TA1 2PX is the administrator of the effective conciliation scheme.

2. Terms and Conditions

- 2.1 You agree that these terms and conditions shall be deemed to apply to the effective conciliation of the Your Client’s complaint notwithstanding the absence of any signature to this Agreement.

3. The Appointment

- 3.1. You agree to the appointment of The Conciliator on the terms of this Agreement.
- 3.2. You agree that the Conciliator is independent and neutral, is not an agent or employee of Puzzle Law Limited or Clerksroom, and that the Conciliator does not give legal advice.

- 3.3 You agree that the role of the Conciliator is to facilitate settlement of the complaint by negotiation and agreement where it is possible, and that the Conciliator will not adjudicate the dispute.
- 3.4 Save in the case of gross error or misconduct, You agree that you will respect the neutrality of the Conciliator and any professional body to which the Conciliator may belong, and not bring any claim, demands or proceedings against the Conciliator.
- 3.5 Further, You agree and acknowledge that Puzzle Law Limited and / or Clerksroom shall not be liable for any alleged or actual loss or damage arising out of the appointment of the Conciliator or the conduct of the Conciliation, whether in contract or tort, and agree that You will not bring any claim, demands or proceedings against Puzzle Law and / or Clerksroom.
- 3.6 Any notes of the Conciliator are confidential to the Conciliator and shall not be available to the You at any time, nor subject to order for production as evidence in any court, tribunal or other judicial hearing or proceeding.
- 3.7 The Conciliator confirms and warrants that s/he is fully trained or accredited in the field of ADR work in which he or she holds himself out, undertakes to comply with all relevant professional standards and undertakes at all times to have suitable and sufficient professional indemnity cover in place.
4. Pay as you go
- 4.1 You can access the effective conciliation scheme on a pay as you go basis so that You pay for the conciliation of each complaint that You refer to the scheme.
- 4.2 If You choose to access the effective conciliation scheme on a pay as you go basis then the following fees are payable:
- 4.3 A fee of £675 plus VAT is payable for a conciliation conversation [i.e. telephone conciliation].
- 4.4 A fee of £1,175 plus VAT is payable for a conciliation conference [i.e. conciliation in person].

5. Retainer

- 5.1 You can access the effective conciliation scheme on an annual retainer basis which provides you with discounted rates and other membership benefits as shown on our website and as amended from time to time.
- 5.2 As part of the retainer we grant You a non exclusive revocable licence to use the effective conciliation logo (“the Logo”) on your website or other marketing material. The licence shall be revoked upon the termination or non renewal of the retainer and you agree to remove from any material and not use further the Logo or hold yourself out to be a retainer member of the effective conciliation scheme.
- 5.3 If You choose to access the effective conciliation scheme on a retainer basis then the following fees are payable:
 - 5.4 A retainer fee of £495 per year, plus;
 - 5.5 A fee of £495 plus VAT is payable for a conciliation conversation [i.e. telephone conciliation].
 - 5.6 A fee of £995 plus VAT is payable for a conciliation conference [i.e. conciliation in person].

4. Payment

- 4.1. You acknowledge and agree that Puzzle Law Limited has appointed Clerksroom as the sole agent of the Conciliator for the purposes of provision of the effective conciliation scheme and that all fees due in accordance with this Agreement shall be paid direct to Clerksroom.
- 4.2. The relevant fee by reference to clause 5. above is payable no later than 7 days after You have received confirmation of the appointment of a Conciliator.
- 4.3. VAT is payable on the fee at the rate applicable from time to time.

5. Late payment

- 5.1 In the event of late payment of any sum, interest shall accrue on the said sum at the rate of 4% above Barclays Bank base rate from time to time until payment and shall be added to the outstanding account.

6. Additional fees

- 6.1. Both the pay as you go and retainer schemes provide for conciliation at a fixed fee. Charges in excess of these fees will only be levied if you request that a Conciliator does additional work. This is likely to arise if You request that a Conciliator spend in excess of three hours in attendance at a Conciliation Conference.
- 6.2. Overtime beyond the agreed times set out in the confirmation of appointment of a Conciliator will be calculated pro rata to the conciliation fee plus any extraordinary travel expenses of the Conciliator which may be incurred due to the lateness of the hour.
- 6.3. Any costs, charges and expenses incurred in enforcing the payment of any fees or additional fees shall be payable by You in the event of late payment.

7. Venue and Date

- 7.1. The Conciliation Conference will take place on the date and time agreed and at the venue stated in the confirmation of the appointment of a Conciliator.
- 7.2. If the Conciliation Conference is being conducted at your premises then You will make available at least one meeting room in which to conduct the conciliation. If you require Clerksroom to arrange a suitable venue then you should inform Clerksroom at the time of booking and additional fees will be payable to be agreed between You and Clerksroom

8. Cancellation and re-scheduling

- 8.1. In the event of cancellation of a Conciliation Conference or the Conciliation Conversations, whether the complaint has been settled, withdrawn or otherwise, and for whatever reason, You agree that there shall be a cancellation fee as follows:
 - 8.1.1. In the event of notice of cancellation given to Clerksroom before the letter of appointment of a Conciliator is sent (by reference to the date of the letter and not the date it is received) there shall be no cancellation fee.
 - 8.1.2. If You choose to access the effective conciliation scheme on a pay as you go basis then in the event of a notice of cancellation given to Clerksroom after the letter of appointment of a Conciliator is sent (by reference to the date of the letter and not the date it is received) there shall be a cancellation fee of 30% payable by You.

8.1.3. If You choose to access the effective conciliation scheme on a retainer basis then in the event of a notice of cancellation given to Clerksroom after the letter of appointment of a Conciliator is sent (by reference to the date of the letter and not the date it is received) there shall be no cancellation fee payable by You.

8.2. Notice of cancellation or re-scheduling shall be given to Clerksroom by email to mail@clerksroom.com or by fax to 0845 083 3001 giving the case name and Clerksroom's reference number.

9. Procedures

9.1. It is acknowledged that neither Puzzle Law Limited, Clerksroom nor the Conciliator offer legal advice or act as a legal advisor for any of the parties.

9.2. Whilst it is recognised that conciliation is a voluntary process and that the Conciliator will not, and cannot, compel the parties to resolve the complaint, nor even to continue the conciliation, You agree to participate in good faith with the aim of achieving settlement.

9.3. You acknowledge that following the completion of Conciliation Conversations, the Conciliator will prepare a Conciliation Report setting out recommendations for a resolution. Those recommendations will not be binding on the parties and it is for You to liaise with Your Client about whether a resolution can be agreed whether it be on the terms set out in the Conciliation Report or on other terms which may be agreed.

9.4. You acknowledge that following the completion of a Conciliation Conference, and in the event of a resolution being agreed between the parties, the Conciliator will provide reasonable assistance to help the Parties commit the agreed resolution into a written agreement.

9.5. You acknowledge that in the event of a Conciliation Conference failing to achieve a resolution to the complaint, the Conciliator will prepare a Conciliation Report setting out recommendations for a resolution. Those recommendations will not be binding on the parties. You acknowledge that in the event of the Conciliation Conference failing to achieve a resolution, Your Client has the right to refer the complaint to the Legal Ombudsman and the Conciliation Report can be submitted to the Legal Ombudsman by either You or Your Client. The effective conciliation scheme is designed to be compliant with the Legal Ombudsman's requirements for first tier complaints handling.

9.6. You or Your Client or the Conciliator may end the conciliation at any time without giving a reason.

10. Confidentiality

10.1. You recognise that the conciliation is for the purpose of attempting to achieve a negotiated settlement and as such all information provided during the settlement is without prejudice and will be inadmissible in any litigation or arbitration of the complaint. Nothing in this clause conflicts with 9.5 above in that the Conciliation Report and the discussions held during the conciliation process can be referred to should the complaint referred to the Legal Ombudsman.

10.2. Evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the mediation.

10.3. Neither You or Your Client will subpoena or otherwise require Puzzle Law or Clerksroom, a director or employee of PuzzlePuzzle Law or Clerksroom, the Conciliator or any other person attending the conciliation under the auspices of Puzzle Law or Clerksroom to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings.

10.4. Every person involved in the conciliation will keep confidential and not use for any collateral or ulterior purpose the fact that the conciliation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the dispute of that fact, save as otherwise may be required by statute or statutory instrument.

11. Human Rights

11.1. The parties agree and acknowledge that the referral of this dispute to conciliation does not affect the rights that may exist under Article 6 of the European Convention on Human Rights, and that if the dispute is not settled by mediation, the parties right to a fair trial remain unaffected.

12. Law and Jurisdiction

12.1. This agreement shall be governed by, construed and take effect in accordance with English Law.

12.2. The Courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with the conciliation.

13. Entire Agreement

13.1 This agreement shall constitute the entire agreement between You, Your Client and Us.

www.effectiveconciliation.com