

Terms and Conditions

Paula Cox Mediation

1. About These Terms

These Terms and Conditions set out the basis on which Paula Cox Mediation provides online mediation services. By making an enquiry, booking a mediation session, or participating in mediation, you agree to these Terms.

Mediation services are provided by **Paula Cox Mediation** ("the Mediator", "we", "us").

Contact email: paula@paulacoxmediation.co.uk

2. Nature of Mediation

Mediation is a **voluntary, confidential, and impartial** process. The Mediator does not take sides, make decisions, or impose outcomes. Any agreement reached is created by the parties themselves.

Mediation is not legal advice, therapy, counselling, or arbitration.

3. Suitability of Mediation

Before mediation proceeds, the Mediator will assess whether mediation is appropriate. The Mediator reserves the right to decline or discontinue mediation at any stage if it is considered unsuitable or unproductive.

Participation remains voluntary at all times, and any party may withdraw.

4. Agreement to Mediate

Before mediation begins, all parties will be asked to sign an **Agreement to Mediate**, confirming:

- Voluntary participation
- Confidentiality
- The Mediator's impartial role
- Fees and cancellation terms

These Terms and Conditions operate alongside that Agreement.

5. Online Mediation

Mediation is conducted online using secure video conferencing platforms.

Participants are responsible for:

- Ensuring a stable internet connection
- Joining from a private, quiet location
- Maintaining confidentiality at their end

The Mediator is not responsible for interruptions caused by technical issues beyond their control.

6. Confidentiality

All mediation discussions are confidential and conducted on a **without prejudice** basis, meaning they cannot be referred to in court proceedings, except where disclosure is required by law (for example, risk of serious harm or money laundering obligations).

Notes taken by the Mediator are confidential and destroyed after mediation concludes.

7. Legal Advice and Independent Support

The Mediator does not provide legal advice. Parties are encouraged to seek **independent legal or professional advice** before, during, or after mediation if they wish.

Any agreement reached may be made legally binding if the parties choose to do so, usually with legal support.

8. Fees and Payment

Fees will be clearly explained and agreed in advance.

Unless otherwise agreed:

- Fees are payable in advance
- Payment is required before mediation sessions take place

Late or non-payment may result in mediation being postponed or cancelled.

9. Cancellations and Rescheduling

Cancellation terms will be set out in the Agreement to Mediate:

- Reasonable notice is required for cancellations
- Cancellation policy:
- **More than 10 working days' notice:** Full refund minus preparation costs.
 - **6-10 working days' notice:** 75% refund.
 - **3-5 working days' notice:** 50% refund.
 - **Less than 3 working days' notice:** Full fee charged.

We aim to be fair and proportionate, recognising that circumstances can change.

10. Limitation of Liability

The Mediator is not responsible for:

- The outcome of mediation
- Any decision made by the parties
- Any loss arising from reliance on mediation discussions

Liability is limited to the extent permitted by law.

11. Complaints

If you are unhappy with the service provided, concerns should be raised promptly with the Mediator. Complaints will be handled seriously, fairly, and in line with professional standards.

12. Data Protection

Personal data is handled in accordance with UK data protection law. Please refer to the **Privacy Policy** for full details on how your information is used and stored.

13. Governing Law

These Terms and Conditions are governed by the laws of **England and Wales**, and any disputes will be subject to the jurisdiction of the courts of England and Wales.