

Chris Fitton Mediation Ltd - Terms of Business - effective 1 January 2026

Mediator appointments

1. All appointments of Chris Fitton as mediator, including appointments made via a mediation agency like IPOS Mediation, are undertaken by Chris Fitton only in his capacity as an employee of Chris Fitton Mediation Ltd ('CFML'). Any reference in these Terms of Business to 'Chris Fitton', 'Chris Fitton Mediation' or 'the Mediator' is reference to CFML.
2. This document sets out CFML's Terms of Business, which will apply to all mediator appointments entered into by CFML after 1 January 2026.

Parties

3. For direct appointments (those not through a mediation agency), CFML's contract will be with the legal entities who are the parties to the mediation (together the 'Parties', each 'a Party'), and it will be those Parties who have primary legal liability to CFML to pay the CFML Fees (but see clause 4 below).
4. Where a Party acts by a law firm, that law firm will also be liable to CFML to pay the CFML Fees if its client does not pay when due: a law firm concerned about their client's ability to pay should obtain monies on account of that liability, as for other disbursements.

Mediator's papers

5. The Parties will have no entitlement to access any documents or notes prepared by the Mediator, and each Party and all their advisers agree not to call the Mediator as a witness in any litigation or other proceedings arising from or in connection with the matters in issue ('the Dispute') or the mediation or any proposal to mediate. The Mediator shall not at any time act as legal adviser to any Party in relation to the subject matter of the Dispute or mediation. By appointing Chris Fitton each Party acknowledges it will not treat any statements or comments made by Chris Fitton as legal advice or recommendation to that Party about that Party's position in respect of the Dispute or the mediation or any settlement.

CFML Fees

6. The fees charged by CFML ('the CFML Fees') shall be calculated and payable in accordance with the fee schedule sent by CFML prior to the mediation day. Unless agreed otherwise in writing by CFML the CFML Fees shall be divided by the number of Parties and each Party shall be liable to pay their respective share (see also clauses 3 and 4 above), irrespective of whether the other Party/Parties actually pay.

Liability

7. Each Party acknowledges that the Mediator is not representing nor advising them, nor assessing any of their rights or claims. Any suggestions made or opinions expressed by the Mediator are confidential and personal to the Mediator and are offered only for consideration by the relevant Party and/or their advisers. Any assessment, action or decision taken by any Party in respect of the Dispute is the sole responsibility of that Party.
8. CFML shall not be liable to any Party for any act or omission whatsoever in relation to the Dispute or the mediator appointment save insofar as liability arises as a result of fraud or deliberate misconduct. CFML's liability to any Party, whether in contract or in tort, in respect of any issue howsoever arising shall be limited to £3,000,000 unless agreed otherwise in writing.