

CEDR Asia Pacific Terms and Conditions

Effective from August 2011

Payment

The invoices for mediation fees will be sent to the parties once the mediation date has been set and these are payable within 14 days thereof or no later than one week in advance of the mediation. Failure to settle invoices within this time frame will lead to the postponement of the mediation at the discretion of CEDR Asia Pacific, and cancellation fees will apply as detailed in these Terms.

If the mediation has been scheduled at short notice (in less than one week) special arrangements must be agreed with CEDR Asia Pacific to ensure payment is made before the mediation commences.

In the absence of payment in advance for short notice mediations CEDR Asia Pacific will accept the following:

1. A solicitor's written undertaking to pay CEDR Asia Pacific's invoices within seven days of the mediation taking place.
2. A Company Director's written personal guarantee to pay CEDR Asia Pacific's invoices within seven days of the mediation taking place.
3. Payment by cash or cheque up to 72 hours prior to the mediation.¹
4. In some circumstances, payment by cheque on the day of the mediation will be accepted subject to prior agreement with CEDR Asia Pacific.

Failure to agree on one of these payment methods at least one working day prior to the mediation will result in the mediation being cancelled and the parties incurring 100 per cent cancellation charges. The party failing to agree terms shall be responsible for payment of the cancellation fee in full. Should additional parties to the mediation fail to agree on payment, the cancellation charge will be share equally between the parties.

¹ Cash must be paid before 2pm on day of payment to allow time for cash to be banked.

Invoicing

Unless a party is acting in person, invoices will be addressed to and payable by the solicitors or other lead advisers of each party with whom arrangements are made for the mediation. Invoices will be issued on the following basis:

- First invoice - mediation fee for the preparation hours and mediation hours booked and on account expenses.
- Second invoice - any additional preparation hours, mediation hours or expenses not included on the first invoice.

Cancellation and postponement

In the event of cancellation or postponement by either party received by CEDR Asia Pacific in writing:

1. More than 14 days before the mediation was due to take place and after the mediator and date have been confirmed by CEDR Asia Pacific, CEDR Asia Pacific will be entitled to any irrecoverable expenses and a €175 per party charge.

2. Fourteen days or less but more than seven days before the mediation was due to take place, CEDR Asia Pacific will be entitled to:

- 50 per cent of the mediation fees and all expenses incurred in relation to the mediation

3. Seven days or less but more than one working day before the mediation was due to take place, CEDR Asia Pacific will be entitled to:

- 75 per cent of the mediation fees and all expenses incurred in relation to the mediation

4. One working day before the mediation was due to take place or less, CEDR Asia Pacific will be entitled to:

- 100 per cent of the mediation fees and all expenses incurred in relation to the mediation

The parties are jointly and severally liable for cancellation fees unless agreement to alternative arrangements is reached between CEDR Asia Pacific and recorded in writing. Such agreement must be reached within 5 working days of appointment or prior to the mediation taking place if the mediation has been arranged at short notice.

Expenses

All expenses related to the mediation such as the mediator's travel expenses are charged at cost.