



ALS Mediations Terms and Conditions

Last updated: 19th December 2023

Welcome to ALS Mediations!

These Terms and Conditions apply to the provision of Mediation Services as detailed in the correspondence by way of emails and/or letters from ALS Mediations (“ALS”) to the Parties and/or their representatives under which ALS agrees to perform the Services and to which these Terms and Conditions are attached (“the Correspondence”).

The Parties are deemed to have accepted these Terms and Conditions on acceptance of ALS’s Services or from the date of any performance of the Services, whichever happens earlier. These Terms and Conditions, the Agreement to Mediate and the Correspondence are the entire agreement (“the Agreement”).

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

- **Agreement** refers jointly to these Terms and Conditions, the Agreement to Mediate and the Correspondence.
- **Company** (referred to as either "the Company", "We", "Us", "Our" or 'ALS') refers to ALS Mediations with correspondence address 4th Floor, Silverstream House, 45 Fitzroy Street, Fitzrovia, London, W1T 6EB.
- **Correspondence** means all emails, letters, phone messages, whatsapps and social media correspondence exchanged between You and Us.
- **Country** refers to: United Kingdom



- **Parties** means the individuals, companies or their legal representatives who agree to mediate through our Services
- **Service**, Services or ‘The Mediation’, refers to the Mediation Session(s) agreed between the Parties and Us.
- **You** means the individual, company or any other legal entity on behalf of which such individual is accessing our website or purchasing our Service, as applicable.

Application

The Conditions in this document form part of the Agreement and shall prevail over any terms and conditions (whether or not inconsistent with these Conditions) contained in or referred to in any correspondence, order, purchase order or other documentation submitted by the Parties or elsewhere or implied by custom, practice or in the course of dealing.

Services provided by ALS Mediation

ALS Mediations provides parties with a safe, confidential, and flexible Mediation Service to resolve their civil and commercial dispute jointly.

The Mediation shall be held and conducted according to the Agreement to Mediate. ALS shall use its reasonable endeavors to provide the Services on the platform and on the dates and times specified in the Correspondence.

ALS shall not be obliged to commence the Services until all (if any) materials and information be provided by the Parties as specified by ALS in the Correspondence to Our satisfaction. The parties shall use all reasonable endeavors to respond promptly to any request for guidance or information reasonably required by EMS to enable it to perform its Services.

ALS Mediations makes NO WARRANTY and sets no expectation that the performance of the Services will lead to any particular result or conclusion. Drafting of a final agreement between the Parties is entirely a result of the parties’ willingness to negotiate, communicate and reach a solution, and the mediator will NOT be held responsible for not achieving that final agreement.

The Services provided by ALS will be performed on a non-exclusive basis.

Price and Payment



In consideration of ALS carrying out the Services set out in the Correspondence, the Parties agree to pay the Price and other such costs and other expenses as are set out in the Correspondence and Agreement to Mediate with US.

The Parties will make all payments without deduction or set-off except as required by law. The Parties shall pay all sums due in respect of any invoice within the time stipulated on that invoice.

All sums due to ALS which are not paid by the due date (without prejudice to ALS's other rights under the Agreement) bear interest from day to day at the Bank of England's annual rate at the time of issuing that invoice.

Cancellation

Where a cancellation is made by either of the Parties after the mediation date has been agreed, but more than 14 days ahead of that date, there is no cancellation charge.

Where a cancellation is made by either of the Parties after the mediation date has been agreed, within 14 days ahead of that date, 50% of the agreed fee will be payable.

Where a cancellation is made by either of the Parties after the mediation date has been agreed, within 48 hours of that date, the full agreed fee will be payable.

All agreed expenses incurred by ALS Mediations will be payable in full.

Confidentiality

ALS, the mediator, parties and anyone involved in the mediation shall maintain and respect the confidentiality of any and all information connected with the mediation as stipulated in the Agreement to Mediate. The Parties will voluntarily sign the Agreement to Mediate prior to the start of the Services.

Liability

ALS shall use reasonable care and skill in carrying out the Services under the Agreement. To the maximum extent possible, all conditions and warranties on the part of ALS which would otherwise be implied by statute, regulation or common law into the Agreement are excluded.



Without prejudice to any other limitation or exclusion of liability under the Agreement, the total liability of ALS to the Parties in respect of any one event or series of connected events, shall not exceed the Price payable by the Parties to ALS.

ALS shall not in any circumstances be liable to the Parties, whether arising from tort, breach of statutory duty, breach of contract, any form of misrepresentation or otherwise for loss of profits (direct or indirect), loss of business or loss of anticipated savings or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

Contact Us

If you have any questions about this Terms & Conditions, You can contact us:

- By email: info@alsmediations.com
- By post: ALS Mediations, 4th Floor, Silverstream House, 45 Fitzroy Street, Fitzrovia, London, W1T 6EB