

STEPHEN JULIAN GLOVER

Abbreviated C.V. (dispute resolution through mediation)

Stephen Glover is a practising barrister (LLB Hons 1977, Called 1978 Middle Temple) and Head of Chambers (1998) at 37 Park Square, Leeds. He trained as a mediator at Regent's College School of Psychotherapy in London to whom he is accredited (1999).

He is a panel member of the Association of Northern Mediators (2000) and a member of its Clinical Negligence Special Interest Group (2001-3). Principal areas of practice and mediation experience covered are clinical negligence, industrial disease and general personal injuries, litigation negligence, substantial asset matrimonial finance and commercial contracts.

He is a member of the Professional Negligence Bar Association and the Personal Injury Bar Association and has for a number of years been recommended as a "leading Junior" (in substantial asset matrimonial finance disputes) in Chambers' Guide to the legal profession.

For availability and fee quotation, contact either the Senior Clerk to Chambers Ian Spencer, or the Civil and Family Clerks Donna Gaughan and Zoe Owen.

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Mediator Fee Guidelines and Terms of Business

Although the substance of the mediation is dealt with in the mediation agreement and which is made between the parties and the mediator, the mediation *arrangement* is made between the mediator and each instructing solicitor who is liable for the proportion of the fee that is agreed. A fee will be quoted in each case. The following scales are for guidance and represent total fees to be divided between the parties.

Amount of claim	Daily Rate
Up to £50,000	£1100
£50,000-£150,000	£1500
£150,000-£500,000	£2250
£500,000- 1m	£3000
£1m-£5m	£4000
over £5m	by arrangement

Notes

1. Fees, expenses and VAT are shared equally between the parties unless the mediator is informed otherwise.
2. Fees do not include expenses such as room hire or catering. The mediator's travelling costs will be estimated at the time mediation fees are quoted.
3. An arrangement fee is payable of £200 upon instructions being given by both parties to set up a mediation. This fee is increased by £100 for each party in excess of two parties involved in the mediation. This apart, there is no extra fee for a multi-party mediation, unless the parties agree that more than one mediator is employed.
4. Two and a half hours preparation time is included in the daily rate. Preparation time spent in excess of 2.5 hours will be charged at one-eighth of the daily rate per hour. An indication will be given as soon as possible where this is considered unavoidable.
5. The right is reserved to make a charge of one-eighth of the daily rate per hour for time spent at the mediation after 7pm or in subsequently continuing to mediate by telephone or by attendance in person.
6. The mediation fee (based on the number of days booked) and other estimated expenses are payable one week in advance of the mediation.
7. A final fee note or credit note, if applicable, will be issued and become payable immediately after the mediation.,
8. Interest will be chargeable on amounts overdue at 2% per month.
9. Cancellation:
 - (a) The arrangement fee is not refundable.

- (b) Where a cancellation is notified within one week of the mediation 50% of the fee is refundable.
- (c) Where a cancellation is made within 24 hours of the mediation (excluding Saturday and Sunday) no refund will be made.
- (d) The cost of any preparation time by the mediator will be payable in full.

MEDIATION AGREEMENT

Preamble

Mediation is the most popular form of alternative dispute resolution. It is a non-adversarial and informal procedure in which a neutral, specially trained professional assists the parties in reaching a settlement. The mediator is not judgmental and will not purport to decide where right and wrong lie. Instead, he employs techniques that facilitate constructive and productive negotiations. During this process the parties and their advisors remain in complete control to decide whether and how a case will be settled and at that point the mediator will help the parties to record the terms of settlement in a form which will become binding and legally enforceable.

The session normally begins with a brief joint meeting at which the parties summarise their positions and highlight what they consider to be key facts or issues. Thereafter the mediator confers with each party in a series of confidential private sessions during which the claims and defences, the arguments and responses, the advantages and disadvantages of settlement positions are discussed and analysed. This privacy enables the mediator uniquely to understand how the parties' respective interests can best be satisfied.

The parties are encouraged to consult with their legal and other advisors during the mediation and before finalising a settlement.

The Agreement

The undersigned hereby agree to participate in mediation in accordance with the following terms:

1. Mediation is a voluntary process and the mediator cannot and will not compel the parties to settle, nor even to continue negotiating, nevertheless the parties agree to participate in negotiations in good faith with the aim of reaching a settlement.
2. The parties agree to have present such persons as are authorised to agree settlement terms.
3. The parties agree to keep confidential:
 - (a) The fact that mediation is to take place or has taken place save that that fact may be referred to in Court in the course of proceedings relating to the same matters
 - (b) All information produced for or at the mediation, including the terms of any settlement agreement arising out of it;provided that nothing in this clause shall prevent the parties or the mediator discussing the mediation with the parties' professional advisors and/or insurers.
4. The parties agree that:
 - (a) all offers, promises, conduct and statements made in the course of the mediation proceedings are inadmissible in evidence in any subsequent litigation or arbitration;
 - (b) they will not call the mediator as a witness, nor require the production of records or notes relating to the mediation;
 - (c) no recording or transcript will be made at the time of the mediation.Note: evidence that is otherwise admissible or disclosable shall not be rendered inadmissible or non-disclosable simply as a result of its use in the mediation.
5. The mediator shall not be liable to the parties for any act or omission in connection with the services provided.

Signed:

Dated:

Preparation for the mediation

Notes for the parties

Please prepare a Case Summary outlining the main issues in the dispute, and send it to me and to the other party (or parties) on the date shown in the Case Confirmation and Timetable. It would help me if this were to include:

- (a) The history of any proceedings and of any previous offers or negotiations.
- (b) A summary of costs to date. Alternatively have this information available on the day.
- (c) Supporting documentation, if this is thought necessary. In selecting documents please do bear in mind that as a mediator I am not an adjudicator and I will require only that which is necessary to be able to grasp both the main issues and why it is that the parties take their differing views on those issues. The strong preference would be for an agreed bundle. You are reminded that reading time over two and a half hours will generally be charged at an hourly rate in addition to the quoted daily rate.
- (d) A list of those who will be attending the mediation.

Confidential briefing notes, for the mediator's eyes only, can be provided if you wish.

Stephen Glover