

**Non-tenancy mediation instruction form**



We’d love to help you reach an agreement with your current dispute.

To help us do that, we’ll need the following information from you:

**Tell us about you:**

|  |  |  |
| --- | --- | --- |
| Your name: |  | |
| Your address: |  | |
| Your email address(es) |  | |
| Your phone number(s) |  | |
| Best time to contact you | Morning | Afternoon |
| Are you a member of NRLA? | YES/NO | NRLA Number |

**OTHER PARTIES DETAILS**

**Tell us about the person you have the dispute with**

|  |  |
| --- | --- |
| **Name:** | Email address/es:  Phone number/s: |
| Other contacts | Email address/es:  Phone number/s: |

**You have a legitimate interest for providing us with these personal details, as you are asking us to help you resolve a dispute. It is your responsibility to explain to the other parties that you will be providing us with their contact details.**

**How did you hear about us?**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Internet search (e.g. Google)** |  | **Social media** | |  | |
| **Landlord Action** |  | **Word of mouth** | |  | |
| **LandlordZONE** |  | **I have used PRS Mediation before** | |  | |
| **LinkedIn** |  | **Other (please specify):** | |  | |
| **Press coverage** |  | |  | |
| **Recommended by friend/colleague** |  | |

**Tell us about the current situation**

|  |
| --- |
| Please give us more details about the dispute and include or attach any relevant documents  If wish to discuss other issues in dispute, please give details here: |
|  |

**Let’s see if we can come to an agreement**

|  |
| --- |
| Please tell us what kind of arrangement you feel is reasonable and what outcome you are looking to achieve: |
|  |



**If there is anything else you think we should know, please tell us here:**

|  |
| --- |
|  |

|  |  |  |
| --- | --- | --- |
| I confirm that I have read and fully understand the **Agreement to Mediate**  (this is set out overleaf).  I agree to the **Terms and Conditions of the PRS Mediation Service**  (also set out overleaf). | | |
| Signature | Name | Date |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Please email your completed form to** [**mediation@theprs.co.uk**](mailto:mediation@theprs.co.uk%20)

**and one of our resolution specialists**

**will be in touch shortly**

**The Property Redress Scheme (PRS)**

**Agreement to Mediate**

**4th Edition revised 20 January 2021**

Please read this agreement carefully before signing it, as it sets out how the mediation process will work for you both. By signing this document, you are making an informed decision to engage with the process willingly, and to the terms of this agreement.

An authorised party may sign this agreement this may be an agent on behalf of a Instructing party or someone with authority to act on behalf of a other party.

**Voluntary mediation**

1. You are voluntarily choosing to take part because you want to resolve issues currently in dispute and avoid the lengthy court process, if possible.
2. You have the right to end the mediation at any time and we will respect your final decision. However, we hope you would be willing to explain your reasons, in case they can be addressed and resolved.
3. Mediators also have the right to end the mediation where it would not be in the best interests of the parties to continue.
4. Please note that where a mediation is ended, you will need to pay for the work completed to this point.

**Mediators**

1. Mediators work equally with everybody, remaining impartial, and are there to support and guide only. We do not make judgements or express opinions about who may be right or wrong, and we do not take sides
2. We cannot act as mediators if we have prior knowledge of the situation through any previous involvement as solicitor, counsellor or in any other professional role. Although we may have other qualifications, in this context we act only as mediators
3. Mediators may provide legal, financial and other information and guidance to help you understand your responsibilities and the options available to you but we do not provide legal advice.

**You make the decisions**

1. While the mediators remain in control of the process, and are there to help you to explore options, make proposals and hopefully reach agreements which meet the needs of all concerned, you are responsible for any choices and decisions made

**Instructing parties, other parties and mediation**

1. Sometimes, a Instructing party or other party may need additional support to present their views to the others taking part in mediation. The mediator may offer this support to make sure there is equal participation but, if he or she does this, is not taking sides.

**Confidentiality**

1. Please see clauses 16-20 of our terms and conditions in relation to confidentiality requirements between the mediator and the parties.

**Evidence**

1. When there are financial issues needing settlement, such as rent, we may ask you both to provide complete and accurate disclosure on the amount. You will be asked to sign and date a statement confirming that you have made full disclosure; if it later emerges that full disclosure has not been made, any agreement based on incomplete information can be set aside and the issues re-opened.

**Other evidence**

1. Any financial information is provided on an 'open' basis, which means that it is available to your legal advisers and can be referred to in court, either in support of an application made with your joint consent or in contested proceedings. This avoids the information having to be provided twice.

**What if I want to complain?**

1. In the event you are unhappy with the mediator’s service, you have the right to complain but please take into consideration clause 28 of our terms and conditions related to exclusion of liability.
2. Process for complaining - any concern you may have as to our practice should be raised with us in the first instance. We will hope to resolve your concerns, to your satisfaction, internally and informally in line with our complaints policy.

**The Property Redress Scheme (PRS)**

**Mediation Terms and Conditions**

**4th Edition revised 20 January 2021**

**Introduction**

1. The PRS offers a mediation service to Instructing parties and other parties to help them to resolve issues that may have arisen during their tenancy or to help the parties to end a tenancy. These issues could relate to rent payments being made by a other party and or other issues that have developed and require resolution to prevent the matter progressing to court.

**Obtaining the other party’s agreement to mediate**

1. We will ask you to complete a Mediation Instruction Form. When we receive this from you, we will contact the other party explaining the mediation process to them and invite them to agree to take part.
2. Within 5 working days from receiving your Mediation Instruction Form we will take the following steps to obtain the other party’s agreement to mediate:
3. We will send a recorded delivery ‘first contact’ letter to the other party at the tenancy property
4. We will also send this to the other party by email where you have provided us with an email address for them
5. Where we have no response from the other party, and you have provided us with a telephone number for them, we will:

* make one attempt to chase the other party’s response by telephone during business hours
* make one attempt to chase the other party’s response by telephone during evening hours.

**The mediator**

1. The PRS will supply a mediator to try to resolve the tenancy dispute between the parties. The mediator shall:
2. contact the Instructing party to confirm their position with regards to the tenancy dispute;
3. contact the other party and discuss the issues raised by the Instructing party with the intention of agreeing a resolution;
4. if necessary re-engage with the Instructing party to attempt to settle the matter between the parties;
5. facilitate the drawing up of any settlement agreement between the parties.
6. The PRS, its mediators and other employees are independent from the parties in connection with a tenancy dispute.
7. The parties accept that neither the PRS nor the mediator will offer any legal advice to the parties and that no comments made by a mediator during the process can be construed as legal advice.

**The Parties**

1. The parties will generally be a Instructing party and a other party. A Instructing party may act for other joint Instructing parties and a other party may act for other joint other parties.
2. Each of the parties will confirm to the mediator that they have sufficient authority to settle or compromise the dispute. Either the Instructing party or other party may wish to allow an authorised representative to discuss the matter on their behalf. If a party has any restriction on its authority to settle the matter then they must inform the mediator as soon as practicable.
3. The parties to the mediation agree that they will act reasonably and be open to discussion and negotiation on the matters in dispute.
4. The parties also confirm that they will comply with any reasonable directions of the PRS or the mediator provided as part of the process.

**Guarantors**

1. The mediator will try to progress the mediation with the other party in the first instance.
2. Where we are unable to obtain the other party’s agreement to mediate, the mediator will check to see whether the Instructing party has provided the PRS with contact details for a guarantor:

a) Where contact details for a guarantor have been provided, the mediator will contact the guarantor to obtain their agreement to mediate and discuss the issues raised by the Instructing party with the intention of agreeing a resolution.

1. The Instructing party agrees that they will involve any guarantor in their discussions before a dispute is referred to mediation. Where it is apparent that this has not been done, the mediator reserves the right to return a dispute to the Instructing party to complete this before mediation can be attempted.
2. Where the mediator is able to obtain the other party’s agreement to mediate, the mediator will not involve any guarantor in the mediation process. This means that if the parties are unable to reach a settlement with the mediator and each other, the Instructing party will need to instruct PRS separately and pay further mediation fees if additional mediation with the guarantor is required.

**The Mediation**

1. The mediator shall discuss the matter with both the Instructing party and the other party separately in the first instance. If the mediator feels it would be beneficial to arrange a conference call with both Instructing party and other party then the mediator will make that request to the parties.
2. It is envisaged that the discussion and negotiation time spent with both parties will not take more than two hours. If the matter requires more time than that then the PRS reserves the right to charge for the mediator’s time at the rate mentioned below in paragraph 24 of these Terms and Conditions.
3. It is also envisaged that the process from Instructing party first instructing the PRS to us completion of the mediation process should take no longer than an average of 10-15 working days.
4. The parties will discuss the matter with the mediator in an attempt to negotiate a resolution but it is agreed that no offer, proposals or comment made during the discussions will constitute a binding offer or agreement until the resolution has been documented and agreement to this confirmed by all parties.
5. Any of the parties may withdraw from the process at any time whereupon the mediator will explain the consequences of ending the process and then provide a brief report to the parties on what happened.

**Court Proceedings**

1. The parties understand that the intention of the mediation process is to try to prevent the matter from proceeding to court. Where mediation does not result in an agreement being reached, or the terms of the mediation agreement are broken, either party may start legal proceedings.

**Confidentiality**

1. Unless otherwise agreed, the mediation shall be held without prejudice and legally privileged and PRS, the mediator, and the parties will keep strictly confidential and not disclose outside of the process to any other person or use for their own purposes:
2. The fact that the mediation process took place;
3. Any information or documents presented or exchanged during the process.
4. The PRS, or mediator shall further keep strictly confidential and not disclose to any other party (unless authorised so to do) any information supplied by any of the parties in any private session at the mediation (being a session at which not all of the parties are present and which can include communication by telephone, email, or online).
5. Nothing in this Agreement shall prevent disclosure:
6. By the parties to any court or tribunal where the fact that the mediation took take place is disclosed;
7. By the parties in proceedings to enforce the terms of any settlement reached during the mediation process;
8. By any of the parties, the PRS or by the mediator an appropriate authority or person in so far as they may be required by law;
9. By any of the parties, the PRS or by the mediator to an appropriate authority or person in so far as they reasonably consider that they may be exposed to the risk of any criminal penalty if they do not make such disclosure;
10. By any of the parties, the PRS or by the mediator to an appropriate authority or person in so far as they reasonably consider that there is a serious risk of harm to the life or safety of any person if the information in question is not disclosed;
11. By the parties for the purposes of obtaining legal, professional or medical advice or insurance to any advisor, insurer or insurance broker who is themselves bound by an obligation of confidentiality.
12. The parties agree they will not call the mediator or any employee or partner of the PRS as witness, consultant, arbitrator or expert in any proceedings or litigation or other proceedings arising in connection with the dispute or out of or in connection with the mediation.

**Fees and Expenses**

1. Fees payable to PRS Mediation will be in accordance with the PRS's [published fee rates](http://www.mediation1st.co.uk/?p=cost) (plus VAT) unless agreed otherwise.
2. Fees due to PRS Mediation are payable by the Instructing party unless agreed otherwise.
3. We will advise you when a fee is payable and confirm its amount. Fees charged must be paid before further action will be taken on a case.
4. If our step 2 of the mediation takes longer than 2 hours then we reserve the right to charge an hourly fee of the mediator at £100 inc VAT.
5. The parties acknowledge that they will each bear the costs and expenses they incur through taking part in the mediation process unless agreed otherwise.
6. For the avoidance of doubt, nothing in this agreement shall prevent a court from making an award of costs incurred by a party.

**Data Protection**

1. We ask you to provide us with names and contact details for other party(s) and guarantor(s) that are involved in the tenancy, on the basis that you have a legitimate interest in providing us with this information. This is because you are asking us to assist with resolving a dispute in relation to the tenancy. In providing us with this information, you acknowledge that you have explained this to the other party(s) and guarantor(s) involved.
2. PRS Mediation will be entitled to destroy any papers received in connection with the mediation at the conclusion of the process.
3. PRS Mediation will handle any data supplied to it by or on behalf of any of the parties in accordance with the PRS privacy policy. This also includes further information about our data retention policy, and is available at [www.theprs.co.uk/privacy-policy](http://www.theprs.co.uk/privacy-policy)

**Exclusion of Liability**

1. The parties acknowledge that in attempting to facilitate a settlement to the dispute, the PRS and the mediator will use his or her professional experience, skill, and judgement.
2. The parties further acknowledge that as the mediator has obligations under the confidentiality clauses of this agreement not to disclose to the other party all the information supplied by each of the parties in private session during the mediation that none of the parties will know the full circumstances in which the mediator so exercises his or her skill, judgment and intuition. Accordingly, neither the mediator nor PRS shall be liable to the parties for any act or omission in the services provided by the mediator or the PRS under this agreement unless such act or omission was in bad faith.

**Pandemics and other national emergencies**

1. In the event of an epidemic, pandemic or other national emergency affecting the United Kingdom, the parties shall comply with the reasonable requirements of the PRS or the mediator to allow the parties to communicate with the intention of resolving the dispute.

**Law and Jurisdiction**

1. This agreement shall be construed in accordance with the law of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.