



CYPRUS CONSUMER CENTER
FOR ALTERNATIVE DISPUTE RESOLUTION

MEDIATION RULES

(EN)

Version 1.02

Article 1 Introductory Provisions

1. The Mediation Rules (the “**Rules**”) the Cyprus Consumer Center for Alternative Dispute Resolution (the “**Center**”) provide for the appointment of a neutral third party (the “**Mediator**”) to assist the parties in settling their dispute.
2. Mediation shall be used under the Rules unless, prior to the confirmation or appointment of the Mediator or with the agreement of the Mediator, the parties agree upon a different settlement procedure or a combination of settlement procedures.
3. The term “mediation” as used in the Rules shall be deemed to cover such settlement procedure or procedures and the term “Mediator” shall be deemed to cover the physical person who conducts such settlement procedure or procedures. Whatever settlement procedure is used, the term “Proceedings” as used in the Rules refers to the process beginning with its commencement and ending with its termination pursuant to the Rules.
4. All of the parties may agree to modify any of the provisions of the Rules, provided, however, that the Center may decide not to administer the Proceedings if, in its discretion, it considers that any such modification is not in the spirit of the Rules.
5. At any time after the confirmation or appointment of the Mediator, any agreement to modify the provisions of the Rules shall also be subject to the approval of the Mediator.
6. The Center is not obliged to consider a dispute that has been submitted to it under these Rules in case of the following circumstances arising:
 - (a) the dispute is frivolous or vexatious;
 - (b) the dispute is being or has previously been considered by another ADR entity or by a court;
 - (c) dealing with such a type of dispute would otherwise seriously impair the effective operation of the Center;

Furthermore, in case that the dispute has been submitted by a consumer against a trader, the Center is not obliged to consider the dispute in the case where:

- (a) the consumer did not attempt to contact the trader concerned in order to discuss his complaint and seek, as a first step, to resolve the matter directly with the trader;
 - (b) the consumer has not submitted the complaint to the Center one year from the date upon which the consumer submitted the complaint to the trader;
7. Where, in accordance with its procedural rules, the Center is unable to consider a dispute that has been submitted to it, the Center shall provide both parties with a reasoned explanation of the grounds for not considering the dispute within three weeks of receiving the complaint file;
 8. The Center is the only body authorized to administer Proceedings under the Rules.

Article 2 Commencement Where there is an Agreement to Refer to the Rules

1. Where there is an agreement between the parties to refer their dispute to the Rules, any party or parties wishing to commence mediation pursuant to the Rules shall file a written Request for Mediation (the “**Request**”) with the Center.

The Request shall include:

- (a) the names, addresses, telephone numbers, email addresses and any other contact details of the parties to the dispute and of any person(s) representing the parties in the Proceedings;
 - (b) a description of the dispute including, if possible, an assessment of its value;
 - (c) any agreement to use a settlement procedure other than mediation, or, in the absence thereof, any proposal for such other settlement procedure that the party filing the Request may wish to make;
 - (d) any agreement as to time limits for conducting the mediation, or, in the absence thereof, any proposal with respect thereto;
 - (e) any agreement as to the language(s) of the mediation, or, in the absence thereof, any proposal as to such language(s);
 - (f) any agreement as to the location of any physical meetings, or, in the absence thereof, any proposal as to such location;
 - (g) a copy of any written agreement under which the Request is made.
2. Together with the Request, the party or parties filing the Request shall pay the filing fee required by the Appendix A hereto in force on the date the Request is filed.
 3. The party or parties filing the Request shall simultaneously send a copy of the Request to all other parties, unless the Request has been filed jointly by all parties.
 4. The Center shall acknowledge receipt of the Request and of the filing fee in writing to the parties.
 5. Where there is an agreement to refer to the Rules, the date on which the Request (with all accompanying documents so that the Center receives the complete complaint file) is received by the Center shall, for all purposes, be deemed to be the date of the commencement of the Proceedings.
 6. The Center which has received a complaint notifies the parties to the dispute as soon as it has received all the documents containing the relevant information relating to the complaint.

Article 3 Commencement Where there is No Prior Agreement to Refer to the Rules

1. In the absence of an agreement of the parties to refer their dispute to the Rules, any party that wishes to propose referring the dispute to the Rules to another party may do so by sending a written Request to the Center containing the information specified in Article 2(1).

Upon receipt of such Request, the Center will inform all other parties of the proposal and may assist the parties in considering the proposal.

2. Together with the Request, the party or parties filing the Request shall pay the filing fee required by the Appendix A hereto in force on the date the Request is filed.
3. Where the parties reach an agreement to refer their dispute to the Rules, the Proceedings shall commence on the date on which the Center sends written confirmation to the parties that such an agreement has been reached.
4. Where the parties do not reach an agreement to refer their dispute to the Rules within twenty days from the date of the receipt of the Request by the Center or within such additional time as may be reasonably determined by the Center, the Proceedings shall not commence.
5. The Center which has received a complaint notifies the parties to the dispute as soon as it has received all the documents containing the relevant information relating to the complaint.

Article 4 Place and Language(s) of the Mediation

1. In the absence of an agreement of the parties, the Center may determine the location of any physical meeting of the Mediator and the parties may invite the Mediator to do so after the Mediator has been confirmed or appointed.
2. In the absence of an agreement of the parties, the Center may determine the language(s) in which the mediation shall be conducted or may invite the Mediator to do so after the Mediator has been confirmed or appointed.

Article 5 Selection of the Mediator

1. The parties may jointly nominate a Mediator for confirmation by the Center.
2. In the absence of a joint nomination of a Mediator by the parties, the Center shall, after consulting the parties, either appoint a Mediator or propose a list of Mediators to the parties. All of the parties may jointly nominate a Mediator from the said list for confirmation by the Center, failing which the Center shall appoint a Mediator.
3. Before appointment or confirmation, a prospective Mediator shall sign a statement of acceptance, availability, impartiality and independence. The prospective Mediator shall disclose in writing to the Center any facts or circumstances which might be of such a nature as to call into question the Mediator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the Mediator's impartiality. The Center shall provide such information to the parties in writing and shall fix a time limit for any comments from them.
4. When confirming or appointing a Mediator, the Center shall consider the prospective Mediator's attributes, including but not limited to language skills, training, qualifications and experience, and the prospective Mediator's availability and ability to conduct the mediation in accordance with the Rules.
5. The Center shall make all reasonable efforts to appoint a Mediator having the attributes, if any, which have been agreed upon by all of the parties. If any party objects to the Mediator appointed by the Center and notifies the Center and all other parties in writing, stating the reasons for such objection, within twenty days of receipt of notification of the appointment, the Center shall appoint another Mediator.
6. Upon agreement of all of the parties, the parties may nominate more than one Mediator or request the Center to appoint more than one Mediator, in accordance with the provisions of the Rules. In appropriate circumstances, the Center may propose to the parties that there be more than one Mediator.
7. In case the Mediator is unwilling or incapable to perform the Mediation for any reason and there are no other physical persons available to choose as Mediators, the Center suggests to the Parties to submit their dispute to another Alternative Dispute Resolution Center and in case this cannot be achieved, the Parties are informed of this and in case they do not object the Mediator may proceed with the Mediation.

Article 6 Fees and Costs

1. The party or parties filing a Request shall include with the Request the non-refundable filing fee required by Article 2(2) or Article 3(2) of the Rules, as set out in Appendix A. No Request shall be processed unless accompanied by the filing fee.
2. Following the commencement of the Proceedings, the Center shall request the parties to pay the fees and expenses of the Center and of the Mediator, as set out in Appendix A hereto.
3. The Center may stay or terminate the Proceedings under the Rules if any requested payment is not made.
4. Upon termination of the Proceedings, the Center shall fix the total costs of the Proceedings and shall, bill the parties for any balance required pursuant to the Rules.
5. With respect to Proceedings that have commenced under the Rules, all costs and fees shall be borne by the parties in accordance with Appendix A.

Article 7 Conduct of the Mediation

1. The Mediator and the parties shall promptly discuss the manner in which the mediation shall be conducted.
2. After such discussion, the Mediator shall promptly provide the parties with a written note informing them of the manner in which the mediation shall be conducted. Each party, by agreeing to refer a dispute to the Rules, agrees to participate in the Proceedings at least until receipt of such note from the Mediator or earlier termination of the Proceedings pursuant to Article 8(1) of the Rules.
3. In establishing and conducting the mediation, the Mediator shall be guided by the wishes of the parties and shall treat them with fairness and impartiality.
4. Each party shall act in good faith throughout the mediation.

Article 8 Termination of the Proceedings

1. Proceedings which have been commenced pursuant to the Rules shall terminate upon written confirmation of termination by the Center to the parties after the occurrence of the earliest of:
 - (a) the signing by the parties of a settlement agreement;
 - (b) the notification in writing made to the Mediator by any party, at any time after it has received the Mediator's note referred to in Article 7(2), that such party has decided no longer to pursue the mediation;
 - (c) the notification in writing by the Mediator to the parties that the mediation has been completed;
 - (d) the notification in writing by the Mediator to the parties that, in the Mediator's opinion, the mediation will not resolve the dispute between the parties;
 - (e) the notification in writing by the Center to the parties that any time limit set for the Proceedings, including any extension thereof, has expired;
 - (f) the notification in writing by the Center to the parties, not less than seven days after the due date for any payment by one or more parties pursuant to the Rules, that such payment has not been made; or

- (g) the notification in writing by the Center to the parties that, in the judgment of the Center, there has been a failure to nominate a Mediator or that it has not been reasonably possible to appoint a Mediator.
- 2. The Mediator shall promptly notify the Center of the signing of a settlement agreement by the parties or of any notification given to or by the Mediator pursuant to Article 8(1), subparagraphs b)–d), and shall provide the Center with a copy of any such notification.

Article 9 Confidentiality

- 1. In the absence of any agreement of the parties to the contrary and unless prohibited by applicable law:
 - (a) the Proceedings, but not the fact that they are taking place, have taken place or will take place, are private and confidential;
 - (b) any settlement agreement between the parties shall be kept confidential, except that a party shall have the right to disclose it to the extent that such disclosure is required by applicable law or necessary for purposes of its implementation or enforcement.
- 2. Unless required to do so by applicable law and in the absence of any agreement of the parties to the contrary, a party shall not in any manner produce as evidence in any judicial, arbitral or similar proceedings:
 - (a) any documents, statements or communications which are submitted by another party or by the Mediator in or for the Proceedings, unless they can be obtained independently by the party seeking to produce them in the judicial, arbitral or similar proceedings;
 - (b) any views expressed or suggestions made by any party within the Proceedings with regard to the dispute or the possible settlement of the dispute;
 - (c) any admissions made by another party within the Proceedings;
 - (d) any views or proposals put forward by the Mediator within the Proceedings; or
 - (e) the fact that any party indicated within the Proceedings that it was ready to accept a proposal for a settlement.

Article 10 General Provisions

- 1. Unless all of the parties have agreed otherwise in writing or unless prohibited by applicable law, the parties may commence or continue any judicial, arbitral or similar proceedings in respect of the dispute, notwithstanding the Proceedings under the Rules.
- 2. Unless all of the parties agree otherwise in writing, a Mediator shall not act nor shall have acted in any judicial, arbitral or similar proceedings relating to the dispute which is or was the subject of the Proceedings under the Rules, whether as a judge, an arbitrator, an expert or a representative or advisor of a party.
- 3. Unless required by applicable law or unless all of the parties and the Mediator agree otherwise in writing, the Mediator shall not give testimony in any judicial, arbitral or similar proceedings concerning any aspect of the Proceedings under the Rules.
- 4. The Mediator, the Center and its employees shall not be liable to any person for any act or omission in connection with the Proceedings, except to the extent such limitation of liability is prohibited by applicable law.

5. In all matters not expressly provided for in the Rules, the Center and the Mediator shall act in the spirit of the Rules.
6. The outcome of the Mediation is made available as soon as the procedure is complete and in the case of consumer disputes, within a period of 90 calendar days from the date on which the Center has received the complete complaint file. In the case of highly complex consumer disputes, the Center may, at its own discretion, extend the 90 calendar days' time period. The parties shall be informed of any extension of that period and of the expected length of time that will be needed for the conclusion of the dispute.

APPENDIX A – FEES AND COSTS

i) FOR MEDIATION IN CIVIL AND COMMERCIAL DISPUTES

Filing Fees for a Request (payable by either one or both parties)

€50 non-refundable filing fee, to file the dispute with the Center.

Mediation Fees

Amount of the Dispute in Euro (€)	Trader Fees in Euro (€)
Up to 10.000	600
10,001 -50,000	900
50,001 - 100,000	1200
100,001 – 500,000	1700
500,001 and over	2500

1. All the above fees are exclusive of VAT and are payable prior to the initiation of the Mediation.
2. The above fees are based on 8 hours of Mediation. For every extra hour required for Mediation the following fees are payable:
 - An additional fee of €80 plus VAT per hour for disputes between €0 – €10,000.
 - An additional fee of €120 plus VAT per hour for disputes over €10,000.

ii) FOR MEDIATION IN CONSUMER DISPUTES

Filing Fees for a Consumer who files the Request

€20 non-refundable filing fee, to file the dispute with the Center.

Mediation Fees

Amount of Purchased Goods or Services in Euro (€)	Consumer Fees in Euro (€)*	Trader Fees in Euro (€)
Up to 500	20	80
501 - 2.000	40	160
2.001 - 10.000	80	320
10,001 - 50,000	160	640
50,001 - 100,000	320	1280
100,001 and over	640	1700

1. All the above fees are exclusive of VAT and are payable prior to the initiation of the Mediation.
2. The above fees are based on 8 hours of Mediation. For every extra hour required for Mediation the following fees are payable:
 - (a) An additional fee of €20 plus VAT per hour for the Consumer and €60 plus VAT per hour for the Trader for any disputes between €0 – €10,000.
 - (b) An additional fee of €40 plus VAT per hour for the Consumer and €100 plus VAT per hour for the Trader for any disputes over €10,000.

* For financial disputes, no Mediation Fee is payable by the Consumer. For all other cases, the maximum amount payable by the Consumer is €800

APPENDIX B – MODEL MEDIATION CLAUSE

“Any dispute arising under this contract may, before resorting to any other dispute resolution mechanism, arbitration or litigation, may be filed for resolution under the rules of the Cyprus Consumer Center for Alternative Dispute Resolution. The details of the Cyprus Consumer Center for ADR can be found online at www.adr.com.cy.”