

HOW SHOULD MEDIATION ADVOCATES CHARGE?

By Richard Ayodele Akintunde

Mediation Advocacy is a new specialist skill within the existing dispute resolution market. A good mediation advocate is a solution or settlement advocate and should be well paid for his work.

In charging as there are several factors to consider such as:

1. The Suitability of the dispute for settlement by mediation;
2. The amount of work to prepare a Statement of Issues etc.;
3. The amount of hours the Mediation will likely take;
4. The amount of Sessions
5. If successful the draft of the Terms of Settlement.

For me:

FIRST OPTION:

In some climes billing for fees are **PER HOUR:**

Proper record of the time spent by the advocate is recorded and at the end of the exercise it is sent to the client. This billing method is not popular in our climes but where a client wants this type of arrangement – the advocate can adopt it. For safeguards the time spent is properly recorded and sent to the client regularly in case of dispute.

SECOND OPTION:

Another approach is to bill per specific work as highlighted above and **PER SESSION**

THIRD OPTION:

The third is to have a **PACKAGE FEE:**

All the work highlighted from the review of the case, the statement of issues to the Terms of Settlement.

This amount will usually depend on the nature of the dispute and the ability of the employer to pay.

FOURTH OPTION:

The Fourth and which is my favorite is the **MEDIATION AND LITIGATION COMBO FEE STRUCTURE**.

SEE: THE LETTER AGREEMENT BELOW:

May 26, 2017

The Managing Director,
xxxxx Limited.
Victoria Island,
Lagos.

Attention: xxxxxxxx

Dear Madam,

LETTER AGREEMENT

This Letter Agreement (“Agreement”) confirms that xxxxxxxx and xxxxxxxx (referred to as “the Employers”) has engaged Ayodele Akintunde & Co. (referred to as “AA&CO”) as its Solicitor to provide legal services to recover the sum of €188,600.00 and ~~₦~~600,000.00 owed by xxxxxxxx to the Employers.

AA&CO has agreed to provide legal services to recover the debt pursuant to the following terms and conditions:

1. Scope of Services.

1.1 AA&CO will act as Legal Practitioner on behalf of the Employers to recover the debt xxxxxxxx and in that role perform the tasks outlined below:

1. Review all letters, correspondence, Invoices and other documents supplied;
2. Commence a Walk- In- Mediation on behalf of the Employers at the Lagos Multi-Door Court House and settle all relevant documents for the process;
3. Attend Mediation sessions with the Employers’ representative as and when the need arises;

4. If Mediation is successful, AA&CO assist in the drafting of the Settlement Agreement to be executed by the parties;
4. If Mediation is unsuccessful, AA&CO will commence legal action at the Lagos State High Court against xxxxxxx;
5. Represent the employers throughout the duration of the case of the High Court.

2. Fees and Expenses

- 2.1 In consideration of the services stated above, the Employers shall pay AA&CO a fee of ₦1,000,000.00 [One Million Naira] to cover all expenses and filing fees incurred during the Walk- In- Mediation.
- 2.2 If Mediation is unsuccessful and the Employers desires AA&CO to institute legal action at the Lagos State High Court, the Employers shall bear all filing expenses and other expenses as assessed by the Court.
- 2.3 **It is hereby agreed that the Employers shall pay AA&CO a sum equivalent to 10% on all and any sum recovered (either by Mediation or litigation) from xxxxxx and;**
- 2.4 The fees payable to AA&CO pursuant to the Agreement are in consideration for legal services described in Section 1 hereof. To the extent that AA&CO is requested to provide additional legal services not specifically set forth in this Agreement, such fees shall be mutually agreed upon by AA&CO and the Employers in writing and shall be in addition to the fees described above.
- 2.5 All Invoices submitted by AA&CO in respect of funds received from xxxxxx shall be settled promptly by the Employers.

If the following correctly sets forth our understanding, please sign the acceptance below and return an executed copy of the Agreement to AA&CO.

AA&CO looks forward to working with you on this important engagement.

Yours truly,

AYODELE AKINTUNDE & CO.

Bola Ayoade (Miss)

Accepted by xxxxxxxx

Accepted by xxxxxxxx

Name: _____

Title: _____

Date: _____

Signature: _____