

## **REGULATION ON METHODS FOR CONFLICT RESOLUTION**

### **PREAMBLE**

Catalan Law 14/2002 of June 27, on the Official Chambers of Commerce, Industry and Navigation of Catalonia and the General Council of the Chambers, assigns to the chambers of commerce the functions of arbitration, mediation, and commercial conciliation, both nationally and internationally, and the use of any other alternative system for conflict resolution.

Spanish Law 5/2012 of July 6, on mediation in civil and commercial matters, grants public law corporations that promote mediation the status of mediation institutions. Likewise, Spanish Law 4/2014 of April 1, on the Official Chambers of Commerce, Industry, Services, and Navigation, includes mediation and arbitration activities in accordance with current legislation.

Catalan chambers have developed extensive experience and best practices in consensual conflict resolution throughout their long history of serving the business community, offering companies more effective alternatives to judicial proceedings. They have inherited the historical legacy of the Consolat de Mar as a center for alternative resolution of business disputes.

Recognizing the role that Catalan chambers and the Consolat de Mar must continue to play as business mediation institutions, the Government of Catalonia, through an agreement between the Department of Justice, Rights and Memory and the General Council of the Official Chambers of Commerce, Industry, Services and Navigation of Catalonia, and the Consolat de Mar, signed a joint agreement on December 10, 2020, to promote mediation and other alternative means of conflict management and resolution, extended for four years on October 30, 2024.

Thus, the chambers of commerce carry out the regulatory functions of business mediation assigned by the Catalan law of chambers of 2002 and may assume, by delegation from the Generalitat, those related to business mediation.

This important role, together with the applicable regulations on alternative conflict resolution, has led the General Council of Chambers and the Council of Twenty of the Consolat de Mar to approve the amendment of the Business Mediation Regulation, providing business mediation with the solid legal and institutional framework it deserves.

The Consolat de Mar is duly accredited in the mediation registers of the Generalitat of Catalonia in accordance with the Law of July 6, 2012, as amended by Organic Law 1/2025 of January 2 on measures for the efficiency of the Public Justice Service. This law also amends Spanish Law 4/2014 by incorporating conciliation and other appropriate means of dispute resolution. In this context, the chambers consider it important to expand the range of options available to companies so they can choose the system they deem most suitable for resolving their conflict.

For this reason, the conciliation procedure is incorporated.

It is also considered appropriate to include a specific procedure for obtaining the opinion of an independent expert, thereby expanding the range of suitable means for conflict resolution.

Accordingly, two additional regulations are incorporated to govern these new procedures, although they share many aspects with the Business Mediation Regulation.

## **BUSINESS MEDIATION REGULATION**

### **ARTICLE 1. CONCEPT OF MEDIATION**

Mediation is understood as an appropriate means of conflict resolution, regardless of its name, in which two or more parties voluntarily attempt, through a structured procedure, to reach an agreement themselves with the intervention of a mediator.

### **ARTICLE 2. MEDIATION INSTITUTION**

The Official Chamber of Commerce, Industry, Services, and Navigation of Barcelona is a mediation institution recognized by Law 14/2002 of June 27 on the official chambers of commerce, industry, and navigation of Catalonia and its General Council; Law 15/2009 of July 22 on mediation in the field of private law of the Parliament of Catalonia; Law 4/2014 of April 1, the basic law on official chambers of commerce, industry, services, and navigation; and Law 5/2012 of July 6 on mediation in civil and commercial matters.

The Official Chamber of Commerce, Industry, Services, and Navigation of Barcelona performs, among other functions, the organization and administration of alternative conflict resolution systems through the Consolat de Mar and, in particular, through its governing body, the Council of Twenty.

The Council of Twenty is governed by the Ordinance of the Consolat de Mar approved by the Official Chamber of Commerce, Industry, Services, and Navigation of Barcelona.

This regulation shall apply to mediation procedures administered by the Consolat de Mar that fall under its jurisdiction.

### **ARTICLE 3. SCOPE**

This regulation applies to mediations in civil and commercial matters, including cross-border cases, provided they do not affect rights or obligations that cannot be waived under applicable law.

#### **ARTICLE 4. THE PARTIES**

The parties may include natural or legal persons engaged in business activities or holding rights derived from their status as partners or other positions authorized to manage the company, as well as entities referred to in section 4 of Article 35 of the General Tax Law, when they hold a business activity and are duly represented, as well as economic interest groupings and temporary business unions, when they are in a situation of disagreement, conflict, or dispute within the scope of their business, professional, or property activities or relationships.

The parties are obliged to:

1. Sign the initial record at the constitutive session with the confidentiality agreement, the final record, and, if applicable, the mediation agreement.
2. Attend mediation sessions in person or remotely, or be represented by individuals with decision-making capacity and sufficient authority to reach agreements.
3. Pay the cost of the procedure in accordance with the tariffs approved by the Consolat de Mar.

The parties may attend sessions accompanied by their lawyers or other advisors. In such cases, they must notify the Consolat de Mar sufficiently in advance, and in any case at least three (3) days before the session, to ensure equal conditions for the other party.

The parties may also seek the assistance of experts or specialists, whose role will be limited to technical advice on the matters and aspects requested by the parties.

#### **ARTICLE 5. THE MEDIATOR**

The Consolat de Mar, in accordance with its Ordinance and this Regulation, shall appoint the mediator for each procedure.

The mediator shall remain neutral, independent, objective, and impartial throughout the mediation. Acceptance of the mediation entails the obligation to apply and comply with this regulation.

When the characteristic of the matter so requires, the Consolat de Mar or the parties by mutual agreement may appoint more than one mediator, who shall act in a coordinated manner.

The mediator must inform the Consolat de Mar within a maximum of three (3) days whether they accept or decline the appointment, stating the reason. If this is not done within the specified period, the Consolat de Mar will notify the parties and proceed with a new appointment.

The mediator must meet the required training conditions, enjoy full civil rights, hold appropriate professional liability insurance or equivalent guarantee, and act in accordance with the regulations on mediation in civil and commercial matters and this regulation.

The mediator's functions shall include:

- Assess whether the conflict concerns matters that the parties can freely dispose of.
- Convene the parties for each session with sufficient notice.
- Direct the sessions and manage the procedure.
- Promote positive conditions to redirect a conflict toward dialogue.
- Facilitate and encourage communication between the parties and the generation of options.
- Ensure that positions are presented and communicated equally and fairly to enable a satisfactory agreement.
- Assist in everything that allows the parties to resolve their conflict by agreement.
- Inform all parties of any separate meetings held with one of them, without prejudice to confidentiality regarding the content discussed.
- Not disclose or distribute information or documentation provided by a party, except with its express authorization.
- Ensure that the parties have sufficient advice and information throughout the process.
- Notify the parties and the Consolat de Mar of their resignation from the mediation, providing the corresponding record stating the reasons for the resignation.
- Abstain when impartiality may be compromised or a conflict of interest arises, and in any case when:
  - There is no personal, contractual, or business relationship with one of the parties.
  - There is no direct or indirect interest in the outcome of the mediation.
  - The mediator or a member of their company or organization has previously acted in favor of one or more parties in any circumstance, except for mediation.

- Accept and continue the mediation if impartiality can be guaranteed despite circumstances that would normally require abstention, provided the parties consent and expressly record it.
- Notify the parties and the Consolat de Mar of their abstention or recusal within 24 hours of its occurrence.
- Inform the Consolat de Mar of the completion of each phase and deliver the relevant information and documentation to be kept in the file, including the initial and final records and any mediation agreements.

## **ARTICLE 6. PRINCIPLES OF THE PROCEEDINGS**

The mediation procedure of the Consolat de Mar is characterized by the following principles:

1. **Voluntariness:** Mediation is voluntary. The parties, having been previously informed, make the voluntary decision to initiate the procedure.
2. **Freedom to Withdraw:** No one is obliged to remain in the mediation procedure or to conclude an agreement. Therefore, once mediation has begun, if a party does not wish to continue, they may interrupt their participation and terminate the procedure. In this case, it is sufficient to notify the mediator in a reliable manner and by any means permitted under our legal system, without the need to explain the reasons.
3. **Confidentiality:** Every person participating in the procedure is bound by the duty of confidentiality. Likewise, any documentation will also be confidential whenever it is of such nature.

To guarantee confidentiality:

- At the end of the procedure, all documents provided by each party will be returned to them.
- Documents that should not be returned will be included in the file, which the Consolat de Mar must keep and safeguard for a minimum of four months after the procedure ends.
- The Consolat de Mar will not disclose the existence or outcome of the procedure without the parties' authorization. However, it may include information related to the procedure in global activity statistics, provided such information does not reveal the identity of the parties or the specific circumstances of the dispute.

Confidentiality of mediation and its content means that mediators or participants cannot be compelled to testify or provide documentation in

judicial or arbitration proceedings regarding information derived from or related to the mediation, except when:

- All parties expressly and in writing release the mediator from this obligation.
  - A challenge to cost assessment or a request for exemption or moderation of costs is being processed, as provided in Law 1/2000 of January 7, on Civil Procedure.
  - A motivated judicial resolution requests it from criminal jurisdiction judges.
  - Other cases provided for in Article 9 of Law 5/2012.
  - Agreements resulting from mediation may be submitted when their enforcement is sought in judicial proceedings.
4. **Neutrality:** The mediator acts neutrally, without interest in the outcome, and ensures that the parties themselves reach a mediation agreement.
  5. **Impartiality:** The mediator guarantees independence from the parties and cannot act to the detriment or benefit of any of them.
  6. **Equality of the Parties:** The parties will participate with equal opportunities, and the mediator will ensure balance between their positions and respect for each party's viewpoints.
  7. **Flexibility:** Without prejudice to the principles established in this regulation, the mediation process will be organized as the parties and the mediator deem appropriate, adapting to the parties' needs and the characteristics of the dispute.

## **ARTICLE 7. PROCEEDING**

The Consolat de Mar administers the Chamber's mediation procedures. It will have the necessary human and technical resources to ensure proper service.

### **I. Mediation Request**

The procedure may begin with the submission of an application using the form provided by the Chamber, available at the Chamber's offices and on its website. The form must be duly completed and submitted along with the relevant documentation by email or at the Chamber's Registry addressed to the Consolat de Mar. All mandatory fields on the form must be filled in, and proof of payment of the fee set for opening the file must be attached. If proof of payment and the required documentation are not attached, the application will be considered not submitted.

In the case of a procedure referred by courts, tribunals, or other public or private entities with which the Chamber has an agreement, the content of those agreements will be taken into account. However, in all cases, the parties must pay the amounts set in the tariffs. In such cases, the parties may mutually agree to carry out another procedure offered by the Consolat de Mar.

## **II. Acceptance**

The Consolat de Mar will review and verify whether the requirements for submitting to the mediation procedure are met.

If the answer is affirmative and both parties have accepted, they will be summoned to the initial session. If the request was made by only one party, the Consolat de Mar will notify the other party as soon as possible and always within fifteen (15) calendar days from receipt of the request, using an appropriate means to confirm receipt of the mediation request or from the date of the attempt to communicate if receipt does not occur.

The Consolat de Mar will contact the party by phone or electronically to briefly inform them about the procedure and, in any case, to invite them to an initial session. If the party accepts, both parties will be called to the corresponding initial session.

Acceptance of mediation must be made in writing in the same manner as the applicant, also including proof of payment of the fee for opening the file. If the party does not confirm its willingness to attend the initial session or participate in mediation within a maximum of fifteen (15) calendar days from the date the request was communicated by the other party, it will be understood that they do not wish to accept. This fact will be communicated within a maximum of five (5) business days and, if applicable, certified to the other party, and the file will be closed, either indicating that the party did not attend the initial session or expressed unwillingness to attend, or that there was no agreement to submit to mediation.

## **III. Mediator's appointment**

The Consolat de Mar will appoint the mediator or mediators from among those registered in the MASC Professional Registry of the General Council of Chambers of Catalonia, according to the following objective criteria and in the order stated:

- Those proposed by the parties;
- Those who match the most specializations identified by the parties and meet language proficiency requirements;
- Those with the lowest fees per session.

This appointment will be communicated to the parties so they can exercise their right to challenge it with justification. In the event of a challenge, the parties and the mediator(s) must inform the Consolat de Mar of the challenge so that a new appointment can be made.

To facilitate the selection, the Consolat de Mar may, at the request of the parties, provide a list of three individuals who meet the requirements identified by the parties as necessary. The parties may then inform the Consolat de Mar of their choice or provide an order of preference so that the Consolat de Mar can make an objective appointment from among the proposed individuals.

After two challenges without a valid reason for incompatibility or abstention, the Consolat de Mar reserves the right to close the mediation file.

#### **IV. Opening Session**

Upon receiving the request, the Consolat de Mar will summon the parties for the initial session, which may take place either in person or online. This initial session may be held individually or jointly before the mediator, depending on the discretion of the Consolat de Mar or the mediator.

The mediator will inform the parties of any possible circumstances that could affect their impartiality, as well as their profession, training, and experience. The mediator will also explain the principles of the procedure and how the mediation sessions will be conducted, the benefits of reaching an agreement to resolve the conflict, the mediator's role, the ability to terminate mediation at any time, the legal consequences of the agreement, the deadline for signing the constitutive record, and any potential effects or implications regarding judicial proceedings, whether initiated or not (such as suspension or recusal).

During the session, the parties must state the subject of the dispute so that the mediation attempt can be considered sufficient to meet the procedural requirement prior to filing a lawsuit.

If either party unjustifiably fails to attend the initial session, it will be understood that they withdraw from the requested mediation. Information about which party or parties did not attend the initial session is not confidential.

If the parties agree to begin mediation and the mediator considers the matter suitable for mediation, the mediator will convene the parties or start the constitutive session.

The mediator must, within a maximum of five (5) calendar days, provide the Consolat de Mar with proof that the initial session was held and whether the parties accept or refuse to proceed, so that it can be included in the corresponding file. This proof may also be issued at the request of either party.

The content of this document must include:

- a) Identity of the mediator, their qualifications, professional association, or institution to which they belong;
- b) Identity of the parties;
- c) Subject of the dispute;
- d) Date of the session;
- e) A solemn declaration that both parties have participated in good faith in the procedure;
- f) If applicable, the absence of either party from the initial session.

In cases referred by judges or courts, the Consolat de Mar will inform them whether or not the parties attended the initial session.

## **V. Constitutive Session**

To carry out the constitutive session, the provision of funds must have been paid, corresponding to the approximate estimate of the mediator's fees based on the proposed approach accepted by the parties, as well as the mediation service expenses of the Consolat de Mar.

In any case, the constitutive session must take place within a maximum period of fifteen (15) calendar days from the initial mediation session, or within the timeframe agreed upon by the parties. Otherwise, the case file will be closed.

The provision of funds must be made at the Consolat de Mar before the constitutive session. If one of the parties does not pay the provision of funds, it will be understood that they withdraw from the mediation, unless the other party pays the full amount. Otherwise, the case file will be closed.

The mediation procedure will begin with the constitutive session, during which the parties will sign the Initial Minutes, expressing their willingness to participate and acceptance of the duty of confidentiality, and it will expressly include:

- Identification of the parties.
- Designation of the Consolat de Mar as the mediation institution.

- The subject matter of the conflict submitted to mediation.
- A tentative schedule of sessions and the expected duration of the process, without prejudice to possible modifications.
- Information on the cost of mediation or the basis for its determination, with separate indication of the mediator's fees and other possible expenses.
- A declaration of voluntary acceptance of mediation by the parties and acknowledgment of the obligations arising from it.
- The place and date of the session and the language of the procedure.

The Minutes of the constitutive session will also be signed by the mediator and, where applicable, by persons accompanying the parties who must be present during the procedure.

Those who are not parties but attend any mediation session will sign a confidentiality agreement to preserve the principles and security of the process.

Under the confidentiality agreement, the parties and third parties involved undertake not to use under any circumstances:

- The viewpoints expressed by the parties during the sessions regarding the possible resolution of the conflict;
- Documents, reports, or statements made or provided by the parties during the sessions that are confidential, understood as those that only the parties can provide and are not otherwise accessible, unless the party providing such information expressly and in writing declares or authorizes that they are not confidential;
- Any acceptance or admission by the parties during individual or joint sessions;
- Oral or written proposals made during mediation;
- The fact that either party was willing to accept a proposal.

The mediator will deliver the Minutes of the constitutive session to the Consolat de Mar within a maximum of five (5) calendar days, as soon as it is complete and signed by the parties and the mediator, for inclusion in the corresponding case file.

## **VI. Mediation sessions**

The sessions will consist of joint or individual meetings with the parties and will have an approximate duration of ninety (90) minutes, unless the parties and the mediator agree to organize the mediation process using a different time frame or in a different format than sessions, or to hold them on the same day or on consecutive days. In

cases where necessary and with the consent of all parties, an expert may be appointed, whose cost will be borne by the parties, and whose role will be strictly limited to providing technical advice on the aspects requested by the parties.

The mediator, in agreement with the parties, will schedule the subsequent sessions.

The duration of the mediation will be as short as possible and will aim to concentrate the process into the fewest number of sessions.

## **VII. Closing of the mediation**

Mediation may conclude with a full or partial agreement or without reaching any agreement.

Mediation will also end in the following cases:

- Upon expiration of the period initially agreed by the parties for the mediation process, without the parties having reached any agreement, unless they agree to extend the procedure. In this case, the parties must notify the mediator, who will inform the Consolat de Mar within a maximum of five (5) calendar days;
- By express or implied withdrawal of one of the parties;
- By withdrawal of the mediator if, in their professional judgment, the dispute cannot be resolved through mediation.

The mediator's withdrawal from continuing the procedure or the parties' rejection of the mediator will only result in termination if a new mediator is not appointed.

The mediator will draft the Final Minutes, certifying the number of sessions or duration and other essential aspects.

The Final Minutes will include the identity of the parties, attendees, and clearly and comprehensibly state the partial or total agreements or the reason for termination, without any reference to writings, facts, comments, or positions expressed during the sessions, in order to respect confidentiality.

The Minutes will be signed by all parties, and an original copy will be delivered to each party and to the mediator, who must submit it to the Consolat de Mar within a maximum of five (5) business days, along with any documentation to be kept in the

case file. It will also be signed by the mediator and any others who accompanied the parties during the process and are present at the time of formalization.

The agreement will be drafted in compliance with Article 23 of Law 5/2012, of July 6, on mediation in civil and commercial matters, and respecting the content of the agreements recorded in the Final Record. It will be legally drafted by the parties and may not include any agreements beyond those stated in the Final Minutes.

The parties will sign the agreement and must deliver it to the mediator within a maximum of ten (10) business days from the signing of the Final Minutes so that the mediator can verify that it matches the content of the Final Minutes. The mediator must submit it to the Consolat de Mar within a maximum of five (5) business days from receipt.

When the agreement has been reached in mediation conducted after initiating a judicial process, the parties may request its approval by the court or tribunal in accordance with the provisions of the Civil Procedure Act.

The mediator will inform the parties of the binding nature of the agreement reached and that either party may request its elevation to a public deed to grant it the status of an enforceable title.

#### **ARTICLE 8. EXPRESS PROCEEDING**

To speed up the process, an expedited procedure is defined, which shortens the ordinary timeframes and provides for a continuous duration of four (4) hours to conduct the mediation sessions, while maintaining all the essential characteristics of the Mediation Service's mediations. Unless the parties agree otherwise, this mediation procedure may apply to all mediations submitted to the Consolat de Mar.

For cases where the sole purpose of mediation is a claim for an amount equal to or less than €6,000.00. - the process will preferably be conducted by electronic means, unless such means are not suitable for one of the parties. To use electronic means, it is necessary to guarantee the identity of the participating parties and compliance with the mediation principles established by law.

The procedure may begin with the submission of an application using the form provided by the Chamber, available at the corporation's offices and on the Chamber's website. The form must be duly completed and submitted along with the

relevant documentation by email or at the Chamber's Registry addressed to the Consolat de Mar. All mandatory fields on the form must be filled in, and proof of payment of the fee established for opening the case file must be attached. If proof of payment and the relevant documentation are not attached, the application will be considered not submitted.

The Consolat de Mar will forward the application to the other party, granting a period of seven (7) calendar days from the notification of the application to submit its response by the same means. If no response is received within this period, it will be understood that the party does not wish to accept mediation.

The Consolat de Mar will appoint the mediator or mediators in accordance with the provisions of this regulation.

Although this procedure is preferably conducted by electronic means, this does not prevent the Consolat de Mar from considering holding mediation sessions in person, provided that the timeframes of this expedited procedure are respected and the formalities and requirements set forth in this regulation are met.

In all matters not provided for in this expedited procedure, the provisions of the ordinary procedure in this regulation will apply.

The mediator will inform the parties of the content of the initial session and, if mediation is accepted, the Record of the constitutive session will be drawn up. Subsequently, the mediator will forward the applicant's proposal to the other party and the response received to the applicant by email or any other means, which must be done within seven (7) calendar days from acceptance of the mediation.

Within a maximum of seven (7) calendar days from the end of the mediation, the mediator will draft the Final Minutes, determining the conclusion of the procedure and, where applicable, the agreements reached in a clear and understandable manner or the termination of mediation for any other reason.

## **ARTICLE 9. FEES, EXPENSES, AND PROVISION OF FUNDS**

The parties shall pay the fees, charges, and expenses arising from the mediation, which will be duly communicated to them at the start of the procedure. The amount will be shared equally between the parties, unless they agree otherwise or one party decides to assume a greater share than corresponds to them.

The parties must pay the fee for opening the case file at the time of submitting the application and accepting the mediation and make an initial provision of funds corresponding to the mediator's fees. They shall also make subsequent provisions of funds as requested when the previous ones are exhausted. These provisions must be made within five (5) calendar days from the time the Consolat de Mar or the mediator informs the parties of the need to make the corresponding provision.

The fees set out in this regulation are the minimum and non-sizeable amount for the parties.

The fees shall be approved by the competent body of the Chamber or by the body or person to whom it delegates this authority.

#### **ARTICLE 10. CALENDAR TERMS**

The established deadlines will be calculated in business days unless otherwise indicated. If the last day of the deadline is a holiday or non-business day at the place where the communication is received, it will be extended to the next business day.

The month of August will be considered non-business for all purposes, unless agreed otherwise by the parties, the mediator, and the Consolat de Mar.

The deadlines established in this regulation will begin to run from the day following the communication summoning them to the initial session, which will count for the purpose of determining the due date, and this date will also be included within the deadline. The date of receipt at the Consolat de Mar of any document or communication from the parties will determine compliance with the applicable deadline in each case.

#### **ARTICLE 11. REGISTER OF ADR PROFESSIONALS**

Mediations at the Consolat de Mar will be carried out by mediators registered in the ADR Professionals Register of the General Council of Chambers of Catalonia, without prejudice to the fact that the Consolat de Mar, under circumstances it deems appropriate, may appoint an expert who is not listed in the Register.

#### **ARTICLE 12. MEDIATORS' LIABILITY**

Mediators who fail to comply with the obligations arising from the law and this regulation may be warned by the Consolat de Mar, and their registration in the ADR

Professionals Register may be suspended, without prejudice to claims for liability for damages caused or that could have been caused to the parties, third parties, or the Consolat de Mar as a result of such non-compliance.

### **ARTICLE 13. OTHER OBLIGATIONS OF MEDIATORS**

Mediators shall use the forms provided by the Consolat de Mar in accordance with the instructions contained therein and the indications of the service. Mediators shall conduct the mediation at the Chamber's premises and may only take documents outside these premises when expressly authorized by the Consolat de Mar. The procedure may also be carried out online.

Mediators shall inform the Consolat de Mar and maintain clear and transparent communication to ensure the proper functioning and quality of the service.

#### **Additional Provision One**

The fees established in this regulation shall be updated as necessary by the Plenary of the General Council of Chambers of Commerce of Catalonia. Mediators' fees shall be those listed in the Register for each of them. The fees are included in Annex I of this regulation.

#### **Final Provision One**

This Regulation and its annexes shall not be definitively approved until they have been proposed by the Executive Committee of the Barcelona Chamber of Commerce and subsequently ratified by the Plenary of the Corporation, and shall enter into force the day after their ratification.

#### **Final Provision Two – Negotiation with Third-Party Intervention**

Negotiation assisted by a third party shall be considered as such when one or more of the parties involved request intervention under these terms from the Chamber. The Chamber's intervention shall proceed in accordance with its rules of operation and conflict management administration, taking into account the information provided by the requesting parties.

### **Final Provision Three**

Each Chamber may request the registration in the ADR Professionals Register of the Council of Chambers of Catalonia of its technical staff who meet the required qualifications.

### **Final Provision Four**

In the case of an appropriate dispute resolution mechanism arising from courts, tribunals, or other public or private entities with which the Chamber has an agreement, the content of that agreement shall be taken into account. However, in all cases, the parties must pay the amounts set in the fees, unless there is a specific public funding agreement between public administrations and the Chamber for the provision of the service free of charge or under more favorable conditions.

### **Final Provision Five**

When the parties and the designated ADR professional agree to hold all or some sessions remotely, by videoconference or similar means, the identity of the participants must be guaranteed. This requirement shall be deemed fulfilled by presenting the corresponding identification documents to the mediator during the session.

## **ANNEX I. FEES, CHARGES, AND EXPENSES**

### **Ordinary Mediation:**

All expenses of the mediation procedure will be invoiced to the parties by the Consolat de Mar.

The fee for submitting a mediation request is €90, which covers the processing of the request and notifying the other parties, as well as proposing the mediator, reviewing the admissibility of the request and its requirements, and issuing the certificate to confirm compliance with the procedural requirement.

The initial session has a set price of €90 if held jointly and in person. The total amount for both items, €180, must be paid by the applicant when submitting the request, without prejudice to the cost later being split equally between the parties. At the end of the initial session, a budget for the mediation procedure, endorsed by the Consolat de Mar, will be provided. This will include the mediator's fee and the Consolat de Mar's management cost, which may range between €300 and €500 per procedure. This budget will be presented to the parties for acceptance.

The Consolat de Mar's management fee includes: session spaces, forms, communications to the parties and mediators, summons, filing, changes of designation, court notifications, controls, issuance of certificates and documents for the parties related to the initial, constitutive, and final sessions.

Services such as photocopies, courier, translations, hiring and requesting experts, consultants, interaction with notaries, lawyers, or other professionals required by the parties for professional actions, and other services not included in the management fee described above, will be borne by the parties upon acceptance of the corresponding budget by mutual agreement.

### **Mediation Express:**

In the expedited procedure, a total amount of €180 is set for the Consolat de Mar's management cost for the entire procedure, provided it is carried out in a single session lasting a maximum of four (4) hours.

The management fee of the Consolat de Mar and the mediation sessions may be increased by 30% if more than two parties participate in the mediation.

In all procedures, the parties must have paid the required amounts and corresponding provisions of funds before starting the relevant sessions.