

# Private Healthcare Mediation Scheme Application Form

## What is this Application for?

For patients to request a telephone or online mediation through CEDR in relation to a complaint with an independent healthcare provider (IHP) who subscribes to the Scheme.

The IHP will pay the mediation fee but will not be liable for any other expenses or fees incurred by the patient in preparation for the mediation.

If you have any practical needs such as information in another format or require assistance in completing this form please contact CEDR:

E-mail: [applications@cedr.com](mailto:applications@cedr.com)

Tel: 020 7520 3800

## How to apply?

- You must have already complained to your Independent Healthcare Provider (IHP) and have received written communication from them.
- Read the documents available on the CEDR website.
- By signing this Application Form, you agree to the Mediation Terms and Conditions in Section 7. below.
- It may take you some time to go through the application form and get all your information together but having all the information will help the mediator to assist you and the IHP to reach a resolution. You can send additional supporting information to the Mediator at any time.
- Once completed send your application form to:  
E-mail: [applications@cedr.com](mailto:applications@cedr.com)

**IMPORTANT:  
SAVE A COPY OF THIS PDF ON YOUR PC BEFORE COMPLETING AND UPLOADING THIS FORM.  
IF YOU COMPLETE THIS FORM ON YOUR BROWSER YOU WILL NOT BE ABLE TO SAVE IT AND IT WILL  
APPEAR BLANK WHEN UPLOADED.**

### 1. About you

Please give us your details

Full name:

Street Address:

Town:

County:

Postcode:

Tel:

Daytime number

E-mail address:

If you provide an e-mail address, we will normally send you information by e-mail only.



**2. Agreed mediation date**

Please specify at least three dates on which you are available to mediate in order of preference (please allow at least two weeks from completing this form for the mediation to be set up). You will need to be available for at least a three-hour period but if you have difficulty with this the Mediator may be able arrange a more flexible timeframe.

**3. Independent Hospital Provider details**

Please provide the following details about the IHP you are in complaint with.

Provider Name:

Your Patient Ref (if known):

**4. Raising your concerns**

Date you first complained to the provider:

Complaint reference number (if known):

*Please proceed to Section 5 on the next page for details of your complaint*



## 5. Your Complaint

Please tell us what your complaint is about; why you are unhappy with the provider; and what outcome you are seeking from the mediation process. This information will be sent to the mediator assigned to your case so it is important that you provide clear information about the issues you have experienced.

Please send us any documents that support your complaint such as your correspondence with the provider, contract etc. You may also submit any supporting documents you wish for example:

- Bills and / or statements
- Photographs and videos
- Receipts
- Recordings (audio)





## 6. Patient Declarations

Please read these declarations and tick all the boxes to confirm you understand them before signing this form.

I have tried to resolve this matter through the IHP'S complaints procedure.

I have read and understood the Mediation Terms and Conditions set out in this Application Form.

I understand that mediation is a confidential process in which the Mediator as a neutral third party actively assists in working towards a negotiated agreement, with ultimate control of the decision to settle and the terms of resolution resting with me and the IHP.

I understand that information given to the Mediator during the mediation will be confidential unless I permit the Mediator to give the information to the other party.

I accept that the proceedings are confidential and without prejudice.

I understand that the Mediator does not give legal advice. I also understand that the Mediator does not act as a judge or adjudicator. However, the Mediator may recommend a solution to the complaint.

I understand that, if made, the Mediator's recommendations are not binding unless written down and signed by both in agreement.

I understand that, if no agreement is reached at mediation then the complaint can be escalated to another forum.

I have not previously referred this complaint to a court or other complaint resolution organisation.

Patient Signature:

Print name:

Date:

## 7. IHP Declaration

I have read and understood the Mediation Terms and Conditions

For the IHP:

Print name:

Date:



## **8. Mediation Terms and Conditions**

1. The Patient and Independent Hospital Provider ('the Parties') agree to attempt in good faith to resolve their dispute during the Mediation using either telephone or online platforms such as Zoom ('the Communications Service Provider'). The Mediator agrees to conduct, and the Parties to participate, in the Mediation in accordance with the Agreement to mediate and consistent with the CEDR Model Mediation Procedure and the CEDR Code of Conduct for Third Party Neutrals current at the date of this Agreement.
2. The Mediation will begin from the moment that the Mediator first communicates with either of the Parties and will continue until the date agreed by the Mediator and the Parties.
3. The Parties agree that for the purposes of the Mediation the Mediator will be the Host of the Communications Service Provider, unless otherwise agreed by all Parties.
4. The Host shall mean any and all of the following:
  - the person allocated the role of ["Host"] by the Communication Service Provider;
  - the person who is the lead participant; or
  - the person in control of the Communications Service Provider platform.

### **Authority and status**

5. The person signing this Agreement on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party's behalf at the Mediation, or any part thereof, to observe the terms of this Agreement, and also having authority to bind that Party to the terms of any settlement.
6. Neither the Mediator nor CEDR shall be liable to the Parties for any act or omission in relation to the Mediation, including the use of the Communication Service Provider, unless the act or omission is proved to have been fraudulent or involved wilful misconduct.

### **Confidentiality and without prejudice status**

7. Every person involved in the Mediation:
  - will keep confidential all information arising out of or in connection with the Mediation, including but not limited to communications relating to the set-up and scheduling of the Mediation, the discussions had leading up to and at the Mediation, and terms of any settlement, unless otherwise agreed by the Parties in writing but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants;
  - acknowledges that all such information passing between the Parties, the Mediator and/or CEDR, however communicated, is agreed to be without prejudice and may not be produced as evidence or disclosed to any judge, adjudicator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law;



- will not make any attempt to, or make any audio or video recording of any part of the Mediation; and
  - will ensure that only those persons notified in writing by a Party to the Mediator and other Party prior to the commencement of any part of the Mediation may be present in the room where that Party's computer is located.
8. Where a Party privately discloses to the Mediator or CEDR any information in confidence before, during or after the Mediation, the Mediator or CEDR will not disclose that information to any other Party or person without the consent of the Party disclosing it, except under the circumstances provided in Section 8 of the CEDR Model Mediation Procedure. The Parties agree, however, that the Mediator may disclose such information to CEDR provided that such disclosure is made by the Mediator and received by CEDR in confidence.
9. The Parties understand that the Mediator CEDR do not give legal advice and agree that they will not make any claim against the Mediator, CEDR in connection with this Mediation. The Parties will not make an application to call the Mediator or any employee or consultant of CEDR, or any employee or consultant of the Communication Service Provider, as a witness, nor require them to produce in evidence any records or notes relating to the Mediation, in any litigation, adjudication or other formal process arising out of or in connection with their dispute and the Mediation; nor will the Mediator nor any CEDR employee or consultant agree to act as a witness, expert, adjudicator or consultant in any such process. If any Party does make such an application (as listed above), that Party will fully indemnify the Mediator, CEDR or the employee or consultant of CEDR in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the Mediator's standard hourly rate for the Mediator's time spent in resisting and/or responding to such an application.

### **Settlement formalities**

10. No terms of settlement reached at the Mediation will be legally binding until set out in writing and agreed to either in writing (including by email) or by electronic signature, by or on behalf of each of the Parties.

### **Fees and costs of the Mediation**

11. The Independent Hospital Provider will be responsible for the fees and expenses of the Mediator ('the Mediation Fees') in accordance with CEDR's Terms and Conditions of Business current at the date of this Agreement (including any provision agreed in advance for additional hours if the mediation process extends beyond the allocated hours). Each Party agrees to bear their own costs and expenses of preparing for and attending the Mediation



### **Legal status and effect of the Mediation**

12. This Agreement is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the Mediation.
  
13. The referral of the dispute to the Mediation does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if their dispute does not settle through the Mediation, the Parties' right to a fair trial or other formal process such as adjudication remains unaffected.

