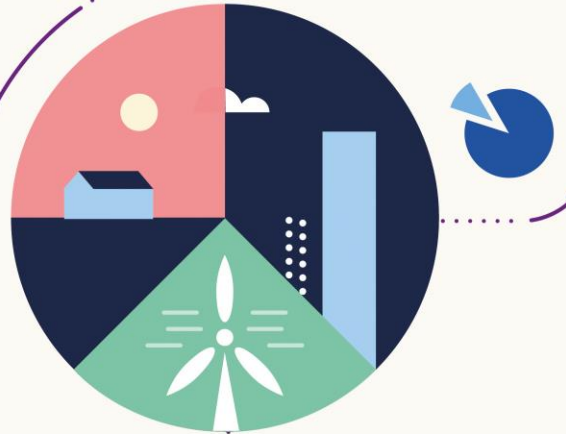


## OUR SERVICES

### Alternative Dispute Resolution – Terms and Conditions of Mediation



This form explains the basis on which I, Jennifer Gallagher operate as an ADR entity. The form of ADR offered is mediation. I will go over these terms and conditions with you at the start of the mediation and ask each of the Parties to sign a copy of it. Please do not hesitate to ask me if you have any questions about this form.

I will only accept a referral to mediation where {insert name of gambling operator} complaints procedure has been followed and completed.

#### **Role of the Mediator**

A Mediator's role is different from that of a solicitor. My aim as Mediator is to help you to clarify the questions that need to be settled and to explore the available options. I can provide legal information in an impartial way and I can explain how any proposed settlement terms can be made legally binding. I may provide you with a view about what I think certain terms and conditions of play mean and set out for you how my interpretation of those terms and conditions has influenced any conclusions I have reached about the case. The goal of a Mediator is to help you work towards your own solutions having full knowledge and understanding of the relevant facts. You may wish to obtain your own legal advice during the mediation and if you feel that would be helpful to you I would encourage you to seek your own legal advice at any stage and as the process is ongoing. During the process any documents, other evidence or information provided by the parties will be shared and you will have an opportunity to review and comment upon any information provided by the other party.

#### **Mediation Summaries**

At the end of the process I will prepare a written summary of the mediation setting out the terms of any proposed agreements resulting from the mediation. Often both parties will accept the outcome of the mediation and no formalising of the agreement beyond the mediation summary will be required. If you both wish your solicitors may use the mediation summary as the basis for a legally binding settlement. In the event such a step is required

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by {insert name of gambling operator} as part of the settlement then {insert name of gambling operator} will meet any reasonably incurred legal fees associated with preparation of such a legal agreement.

The parties have a choice whether to accept any proposed settlement. By participating in this process the consumer can still use his or her UK statutory consumer protections and can still litigate the matter in court. The proposed settlement may be different to the outcome of the case in court.

If any settlement is proposed both parties will be given a reasonable time to reflect on the proposal and obtain (if they choose to do so) their own independent legal advice on the proposal.

In some circumstances the gambling operator will be under a legal obligation to accept the proposed settlement or the proposed settlement may be recommended to the gambling operator by the Mediator. In such circumstances the gambling operator will abide by the decision or recommendation of the ADR provider.

### Information needed from both Parties

It is important that the discussions that take place at mediation are based on both of you having a full and accurate understanding of the information relevant to your situation. I therefore ask both of you to give an undertaking to provide full and accurate details of your circumstances and your financial affairs (if applicable) and to provide relevant documents if required. I can help both of you to identify the information and consider the documents that may be relevant to the issues you wish to settle. However, I do not carry out any independent investigations to verify this information.

### The Cost of Mediation

In order to make the mediation service accessible {insert name of gambling operator} will be solely responsible for any costs up to a maximum of £1500 plus VAT. The charge with the exception of conduct of mediation sessions in person will be in accordance with Lindsays normal hourly charges as per the attached Schedule. A mediation session will be charged at £250 plus VAT per

hour. If the mediation session takes place outwith one of the mediator's offices a half day rate of £500 plus VAT or a full day rate of £1000 plus VAT will be charged. **At no time will there be any cost to the consumer for the mediation service.**

### Confidentiality

As a Mediator I cannot receive any information one of you wishes to be held in confidence from the other. The only exception to this rule is a private address or a telephone number that one of you may wish kept confidential. If you want an address or telephone number kept confidential please make that clear when you provide the information. In all mediations any factual information provided in mediation about financial matters is available not only to both of you but also to your solicitors and the court in the event of any court action being raised. By signing this form, you are both agreeing not to call me as a witness at any time. No oral contract will be entered into during the course of mediation. The process of mediation is intended to be completely confidential. Information may only be sent to a third party if you both agree.

### Ending of Mediation

Either of you may terminate the mediation at any stage, however I hope you would be willing to discuss your concerns so that every effort can be made to address these. I may also terminate the mediation at any time should I reach the conclusion that mediation is not appropriate in your situation or that no further progress can be made in your case. I will advise you of this at the earliest opportunity and explain my reasons for deciding to terminate the mediation.



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..... (Mediator)

..... (Date)

### Acceptance of Terms & Conditions of Mediation

I have read the above Terms & Conditions and I confirm that I understand them and agree to be bound by them.

..... (Party 1)

..... (Date)

..... (Party 2)

.....(Date)

