



Member Documentation

A Guide to the Client Mediation Service

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1) Introduction The Client Mediation Service

The Client Mediation Service (CMS) is available to Full Members of BSHAA (MSHAA's).

The CMS provides a flexible, independent and confidential process which seeks to resolve disputes that can arise between patients and individual Hearing Aid Dispensers (HAD's) through conciliation.

1.1 Benefits of the Client Mediation Service:

The purpose of mediation is resolution of the dispute by finding a mutually agreeable solution. The process is not apportioning blame or judgement.

- It is a voluntary arrangement, parties cannot be compelled to participate.
- It is a supportive process, the mediator will take on board information from both parties and assists them through the process.
- Mediation is confidential. It is private between parties, unlike court proceedings.
- It is an efficient, quicker and less expensive option than going to court.
- It helps to maintain or repair relationships through communication and resolution.

1.2 Types of Disputes

The CMS will cover various civil disputes including breach of contract.

1.3.1 Requirements

To qualify, for the CMS the HAD needs to have been a Full Member at the time of the mediation request and be a Full Member throughout the mediation process.

BSHAA will only undertake a direct referral ie from the individual patient and/or HAD concerned. BSHAA reserves the right to contact other employees and/or departments in relation to the specific referral.

There is an expectation that at least half of the clinicians who work at the same practice are members of the Society.

If the mediation becomes protracted and/or arrives at an impasse, BSHAA reserves the right to pass the case back to the audiologist involved.

On receipt of a mediation request, BSHAA will confirm whether the Hearing Aid Dispenser is an MSHAA. Cases will then be referred to an independent and impartial arbitrator for mediation. The mediator will help facilitate communication and guide the process. The aim is to assist the parties to find a mutually

agreeable solution through discussion and negotiation.

If the Hearing Aid Dispenser concerned is not a member of BSHAA then mediation will not be undertaken. The Patient could be advised to contact third party websites and organisations such as Citizen's Advice Bureau, Which and/or a solicitor.

2) Terms of Reference

2.1. Interpretation

"Patient" "end user" "client" "customer" who uses or requests for use any service falling within the jurisdiction of our CMS.

"member" means paying Full Member of BSHAA, abiding by all regulatory and professional standards/guidance for our profession (of audiology) and BSHAA's Code of Practice.

"audiologist" "individual" in this reference, means member.

"entity" "company" means all types of limited company, private company, partnership, sole trader, trading name operating on a single site or multi-sites.

"cover" means inclusion in our CMS.

"The scheme" means our CMS.

"Board" means BSHAA's board of directors.

2.2. Eligibility to become a Participating Member in CMS

Any BSHAA Full Member paying an annual subscription and abiding by the Code of Conduct will be a participating member of our CMS.

3. Services

3.1 The services provided by BSHAA CMS which will be covered by and fall within the jurisdiction of BSHAA CMS.

(a) services and/or products provided to customers which fall within the scope of "hearing aids" as defined by the HCPC and other aligned services as defined in BSHAA's scope of practice document.

4. Mediation Requests

4.1 CMS shall only have jurisdiction with a Participating Member if the person making the complaint:

- (a) was, at the time the subject matter of the complaint arose a customer of such Participating Member [see the meaning of “customer” in the Interpretation]; or
- (b) had, at or prior to the time the subject matter of the complaint arose, communicated with a Participating Member [see the meaning of “customer” in the Interpretation].

5) Limits on CMS powers

5.1 CMS shall not accept a complaint about a matter:

- (a) which concerns or relates to goods or services not purchased from the relevant participating member/company; or
- (b) which concerns a deceased patient
- (c) which concerns a product used by a third party
- (d) which concerns a matter that has been terminated by CMS already.

6) Membership Rules

These are the Membership Rules as approved by the Board. The Terms contained herein shall apply to all Full Members unless provision to the contrary is made within any agreement or contract between CMS and a Participating Member.

6.1 Each Participating Member undertakes to:

- (a) Reference the CMS service where appropriate for their patients.
- (b) Submit to the consideration of CMS any request to which it is a party, pursuant to and in accordance with CMS Terms of Reference.
- (c) Recognise that conciliation will be the resolution process carried out by BHSAA. Conciliation can have only three outcomes: (i) agreement; (ii) referral for arbitration (by agreement of the parties); (iii) no further action by BHSAA (e.g. because the customer or scheme member might go to court or take other

action).

- (d) Maintain and operate an adequate internal complaints procedure for the resolution of complaints in relation to matters which could be the subject of consideration or investigation by CMS, being a procedure under which the complaint, if not resolved is addressed by the dispatch of a 'deadlock' letter.
- (e) Provide information to patients about CMS and encourage any such complaint, which is not resolved via its internal complaints procedure, to be dealt with under the jurisdiction of CMS, including (without limitation) by giving due and reasonable consideration to any request by a patient for such Participating Member written consent to abandon, stay or suspend any court proceedings, arbitration or other procedures. If appropriate this would be in the agreement reached through conciliation, i.e., at the end of the process; not the beginning.

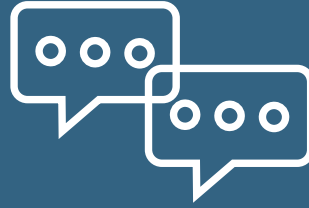
6.2 Termination of a Participating Member's Membership

If a Participating Member ceases to be a member of BSHAA, in accordance with the requirements of the Code of Conduct, it is expected that:

- (a) the Participating Member will uphold and honour any Final Decision which, in accordance with the Terms of Reference, is made by CMS against it and is accepted by the Patient and which is, therefore, binding on it in accordance with the Terms of Reference;
- b) shall be without prejudice to the Participating Member, obliged to remain liable in respect of complaints or disputes against it, or with it, which originated whilst it was a Participating Member.

7) Informing Regulator(s)

The CMS Mediator has the right to inform the appropriate Regulator and other redress schemes, of the termination and the reason for the termination, of the Participating Member from the CMS.



Queries & Questions

BSHAA has taken all reasonable steps to ensure that the information in this guide is accurate and up to date.

BSHAA does not accept any liability for any errors or omissions, or for how it might be interpreted or used.

The Society welcomes comments on this document or if you have any questions or queries, please contact us through:



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