Information for Clients and Consumers

For the purposes of this document, Act No. 420/2004 Coll. on Mediation and on Supplements to Certain Acts, as amended (the "Mediation Act"), applies.

For the purposes of this document, Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts, as amended (the "Consumer Protection Act"), applies.

For the purposes of this document, Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments and Supplements to Certain Acts, as amended (the "Alternative Consumer Dispute Resolution Act"), applies.

Terms for requesting and receiving mediation services

This document explains the conditions for accepting a case, how mediation is conducted, how prices are determined and paid, appointment cancellation and client rights. Please read it before ordering a paid service or concluding an agreement to commence mediation. The specific subject matter of the dispute, scope of services, price and duration will be determined by an individual agreement or an expressly accepted offer; statutory consumer rights cannot be restricted by those arrangements.

1 Mediation service provider

Mediation is provided personally and in her own name by **JUDr. Lenka Bogárová**, entered in the Register of Mediators maintained by the Ministry of Justice of the Slovak Republic.

JUDr. Lenka Bogárová, mediator
Place of business and address for service: Sabinovská 11, 821 03 Bratislava
Office entered in the Register of Mediators: Sabinovská 11, 821 03 Bratislava
Location of in-person meetings by prior arrangement: Einpark Offices by CORWIN, Einsteinova 3998/33, 851 01 Bratislava – Petržalka district
Business identification number (IČO): 55 450 059; tax identification number (DIČ): 1083482224
Registration number in the Register of Mediators: 2385
Email: **bogarova@bridgemediators.sk**; telephone: **+421 948 885 232**

Bridgemediators s. r. o. provides organisational, administrative, technical and marketing support. It is neither a mediator nor a party to the agreement to commence mediation, and it does not decide on professional procedure. Neither the company nor the mediator is a VAT

payer; no VAT is added to the prices. Clients are informed of the final price before becoming obliged to pay. Within the Bridge Mediators project, **JUDr. Lenka Bogárová** provides mediation, not legal services or legal representation. Client consultations concern the options for and process of mediation; mediation participants may obtain independent legal advice.

2 Nature of mediation and independence

Mediation is a voluntary, confidential process in which an impartial mediator helps mediation participants negotiate a resolution of their dispute. She does not determine the dispute, issue a judgment, represent one party or provide that party with one-sided legal advice. The outcome depends on the participants' freely reached agreement and cannot be guaranteed; each participant may use their own legal or other professional adviser.

Mediation and submissions are conducted in Slovak; any other language must be agreed in advance. Information and documents are also provided on a durable medium, such as email, whenever required by law and otherwise at the client's request.

The mediator assesses the suitability of the dispute and circumstances relevant to her independence and impartiality, and discloses any conflict of interest. If a lawful, voluntary and safe process cannot be ensured, she will decline the case or terminate mediation. The participants' consent does not replace her statutory and professional obligations.

3 Initial contact and commencement of mediation

The first 20 minutes of an initial telephone or online consultation are free of charge; further paid work is undertaken only after its scope and price have been agreed. Initial contact requires only the information necessary to contact you, make a basic assessment of the case and check for conflicts of interest. Provide details of the dispute, confidential information and documents directly to the mediator through an agreed secure channel.

The other party may be approached neutrally by arrangement with the enquirer, who must provide contact details that may lawfully be used for that purpose. The invitation explains the reason for contact and the voluntary nature of mediation, but does not itself oblige the recipient to participate or pay. The mediator verifies the identities of mediation participants and, where represented, the identity and authority of the representative.

Before the agreement is concluded, all persons participating in mediation receive information on its process, voluntary nature, confidentiality, price and termination, a draft

agreement to commence mediation and the current price list or a specific offer. The written agreement to commence mediation is concluded by the persons participating in mediation, or their representatives acting within their authority, and the mediator. For remote conclusion, the exchange of signed paper documents or an electronic document with signatures meeting the statutory requirements for written form must be agreed in advance; merely identifying a person or submitting an enquiry does not replace a signature.

Unless the procedure under Section 14(3) of the Mediation Act applies, mediation begins when the mediator and the persons participating in mediation, or their authorised representatives, conclude a written agreement to commence mediation and the agreement is entered in the mediation register. The mediator always informs the parties, including in writing, that if any party or the mediator objects before mediation begins to using the mediation register, mediation begins when the signed agreement to commence mediation is deposited in the Notarial Central Register of Deeds and ends when the certificate of termination of mediation is deposited there. Deposit does not replace agreement to commence mediation.

The mediation register must be kept both electronically and in a bound paper register, with the signatures required by Section 14(4) of the Mediation Act. Electronic signing of the agreement does not, in itself, replace these record-keeping obligations. Mediation will not be announced as having commenced until all requirements of the chosen statutory procedure have been met.

Initial contact, an appointment booking, a preliminary consultation or payment of an advance does not, in itself, mean acceptance of a case for mediation or its legal commencement, and does not affect legal time limits. A separate contract may, however, arise for an agreed consultation or another ordered service. The effects of mediation duly commenced must not be understood as a general extension of all procedural time limits.

4 Prices advances and expenses

Before placing a binding order, the client receives the final price or a clear method of calculating it, the work included and the payment terms. The offer specifies the billing unit and any minimum charge, preparation included, the scope of agreement drafting and revisions, allocation of the price among payers, the advance and payment due dates. An hour means 60 minutes; unless another billing unit is expressly agreed in advance, the meeting price is calculated proportionately to its actual duration. Any price based on the value of the dispute must have its basis and rate set in advance; fees contingent on the outcome of mediation are not agreed within this project.

Service prices: a free 20-minute initial consultation; an extended joint consultation on the options for and process of mediation lasting 90 minutes for EUR 120; mediation meetings for private clients at EUR 90 per hour and for companies and business clients at EUR 150 per hour. Standard preparation is included; outside the package, drafting an agreement resulting from mediation is charged separately from EUR 150 according to scope and complexity. The specific offer sets out in advance the billing unit, scope and final price or calculation method, with no VAT added. Where there are two mediation participants, costs are normally divided equally unless otherwise agreed. Individual pricing based on the value and complexity of a commercial or property dispute remains possible; it must be definite and must not depend on the success of mediation.

The **EUR 690** package entitled “Agreement on Matters Related to Divorce” is intended for individuals dealing with personal or family matters. It includes a free initial consultation, three mediation meetings of up to 120 minutes each, standard preparation for those meetings and drafting one agreement resulting from mediation with one joint consolidated revision. This is the total price for both mediation participants: 3 × EUR 180 for meetings with preparation and EUR 150 for drafting the agreement, including the revision. The package does not guarantee that an agreement will be reached or a divorce granted. Additional work must be agreed in advance; court fees, lawyers, notaries, experts and translations are not included. On ordinary early termination, meetings held are charged at EUR 180 each, work actually performed on the agreement at up to EUR 150, together with any justified cancellation fee. If a meeting is shortened because mediation ends, its actual duration is taken into account; preparation is not charged twice. Meetings not held and agreement drafting not performed are not charged. In the event of statutory withdrawal from the contract, the proportionate fee and refund rules in Section 8 take precedence. The mediator and the clients agree the scope of the package before the clients place a binding order. Any later change to that scope requires their agreement.

The standard advance equals the price of the first reserved paid meeting. It is payable within seven days of receiving the payment details and no later than the day before the appointment; for short-notice bookings, the due date is agreed individually. The final bill is payable within seven days of receipt. On ordinary termination, an unused advance is refunded within **14 days** of the end of the service or mediation. Statutory withdrawal from the contract is subject to the special rules in Section 8. Payment terms apply only once accepted by the client.

The allocation of payment among mediation participants is agreed in advance; where there are two participants, the price is normally divided equally unless otherwise agreed. Paying a larger share does not give a payer preferential standing or a right to influence the process. Preparation or any other task must not be charged separately where already included in the accepted price or package.

The mediator may request a reasonable advance, credited towards services agreed and actually provided, justified cancellation fees and approved expenses. On completion, she issues a clear final bill and refunds any unused amount under the agreed terms, subject to the special rules governing statutory withdrawal from the contract. She issues invoices in her own name, and payment is made to the account stated on her payment document.

Interpreting, translations, special venue hire, travel or notarial acts are charged only after their scope and price or calculation method have been approved in advance. The incurrence and amount of expenses must be demonstrable; unexpected expenses are not automatically charged to the client without agreement or a specific statutory basis.

5 Rescheduling and cancellation fees

Notify cancellation without undue delay at **bogarova@bridgemediators.sk** or by another verifiable means. The relevant time is when the notice is received, not when the mediator acknowledges it. Cancellation terms, including the amount or method of calculating the fee, must be agreed with the client in writing before a binding booking of a paid appointment; publication on the website alone is insufficient. Notice is measured backwards from the agreed start of the meeting.

Notice before the start of the meeting	Cancellation fee
More than 48 hours	**No cancellation fee**
24 to 48 hours inclusive	25% of the agreed calculation basis specified below
Less than 24 hours or failure to attend without notice	50% of the agreed calculation basis specified below
Serious evidenced obstacle	Possible reduction or waiver

The cancellation fee is calculated only on the price agreed in advance for the cancelled reserved time, not on the price of the whole package or mediation as a whole. For a joint meeting, the share of the price attributable to the person cancelling is used unless another reasonable method was expressly agreed in writing in advance. The fee takes account of costs saved and whether another client takes the appointment; it must not result in double payment for preparation or the same time. In the event of sudden illness, injury, hospitalisation, bereavement or a comparable exceptional obstacle, the fee may be reduced or waived. To assess the request, a brief description of the obstacle is sufficient; you do not need to provide a diagnosis or medical records. No penalty is charged for statutory withdrawal from the contract or merely deciding not to continue mediation; this does not exclude a reasonable cancellation fee for a specific binding appointment where statutory withdrawal from the contract is not involved.

For a joint meeting, it is assessed whether it can usefully proceed without the person cancelling, with the consent of the other mediation participants and the mediator. If it takes

place and the agreed price is paid, no additional cancellation fee is charged for the same time. If it does not take place, any fee is borne by the person cancelling, within the limits set out above. The mediator may charge an external cost only as agreed, if you approved it in advance, it was actually incurred and cannot be refunded. It will not be charged twice, for example both separately and as part of the cancellation fee. On statutory withdrawal from the contract, such costs may be charged only to the extent permitted by law. If the mediator cancels an appointment, no cancellation fee is charged and payment is refunded within **14 days** unless the payer agrees to its being credited towards a replacement appointment.

6 Process confidentiality and separate meetings

The mediator may meet with all participants together or speak with each participant separately, depending on the nature of the dispute and the agreed procedure. Meetings may take place in person or online. They are not normally recorded, and no automated transcripts or AI notes are created. Online participants must ensure privacy and disclose the presence of any other person.

The mediator, mediation participants and invited natural persons are bound by confidentiality under Section 5 of the Mediation Act unless the parties agree otherwise; specific statutory duties and exceptions remain unaffected. Confidentiality covers, in particular, statements, proposals, concessions, documents and working agreements, and continues after termination. Detailed rules for using and disclosing information are set out in the agreement to commence mediation. Legally required disclosure is limited to what is necessary, and the persons concerned are informed where permitted.

Before a separate meeting, the mediator explains how its content will be handled. Information is disclosed to the other party only with the consent of the person providing it and within the agreed scope. Without consent, the mediator treats the information as confidential and does not present it to the others as something all participants know or accept. She may discuss with the person who shared it what, if anything, can be communicated to the other party and how to do so safely. She keeps the mediation case file separately, without access for the company or its technical providers.

7 Agreement resulting from mediation and termination of mediation

The mediation participants determine the content of the agreement resulting from mediation. The mediator helps record the resolution clearly and may recommend legal, tax or other professional assessment. Under the law, the written agreement is binding, but compulsory enforcement requires additional conditions to be met, such as an enforceable

notarial deed or a court-approved settlement. Mediation does not dissolve a marriage and does not replace probate proceedings, any required court approval of a parental agreement or the formalities for transferring real estate. If implementing the agreement requires an entry in the Commercial Register or another statutory procedure, the parties must also complete that step.

A mediation participant may terminate mediation by delivering to the mediator a written declaration that mediation has ended. Other grounds under Section 14(8) of the Mediation Act include, in particular, concluding an agreement resulting from mediation; a written declaration by the mediator, after consultation with the persons participating in mediation, that mediation will not continue; the mediator's refusal to sign the agreement resulting from mediation; and submission of the dispute by a mediation participant to a court or arbitral body for determination. For cases accepted within this project, mediation also ends six months after commencement unless the persons participating in mediation have agreed a longer period. Where the Notarial Central Register of Deeds procedure is used, the termination rule in Section 3 also applies. Refusal to conclude an agreement to commence mediation is not termination of mediation that has not yet begun.

When mediation ends, the mediator either records its termination in the mediation register or requests deposit of the certificate of termination of mediation in the Notarial Central Register of Deeds, depending on the procedure used. She does so immediately or, if prevented by compelling reasons, by the next working day. On request, she issues a certificate of termination to a person participating in mediation and a certificate of attendance to an invited person. Ending mediation does not cancel payment obligations for services agreed and provided; consumer rights remain unaffected.

8 Consumer rights and withdrawal from the contract

A consumer is a natural person ordering a service outside their trade, business or profession; consumer rights also apply where a contract is concluded in person. A distance contract is negotiated and concluded exclusively through means of distance communication without the parties' simultaneous physical presence. An initial email enquiry alone does not determine this classification. For a paid distance or off-premises contract, the consumer may generally withdraw from the contract without giving a reason within **14 days** of its conclusion; for a contract concluded during or in connection with an unsolicited visit or a sales event, the period is **30 days**. Where withdrawal information is not provided, the period may be extended by up to 12 months under the statutory conditions. These statutory rights apply irrespective of agreed cancellation fees.

Before placing a binding order, the consumer receives the specific scope of the service, price and payment terms, information on withdrawal from the contract and the relevant form. For an offer made by telephone, a contract arises only when the consumer's acceptance of the offer on a durable medium is received; an agreement to commence mediation must also meet the written-form requirement. Confirmation of a distance contract is delivered on a durable medium no later than before the service begins; confirmation of an off-premises contract is delivered immediately after conclusion. A service begins during the withdrawal period only after specific information has been provided, the consumer has acknowledged receiving that information and has expressly consented to early commencement. Those declarations are recorded on a durable medium. On subsequent withdrawal from the contract, only the legally payable proportionate price for services actually provided is charged. The right to withdraw from the contract is lost on full performance only if the statutory conditions are met, not merely upon signature, payment or the first meeting.

Withdrawal from the contract may be notified by an unequivocal statement, for example by email to **bogarova@bridgemediators.sk** or by letter to the mediator's address for service. Use of the form is optional; the deadline is met if the notice is sent no later than the last day of the withdrawal period. Payments are refunded within **14 days** of receipt of the notice using the same payment method unless the consumer agrees to another method free of charge. If the mediator is entitled to payment for the part of the service actually provided, she bills that amount separately. She does not unilaterally deduct it from the amount to be refunded. Details and declarations are provided in documents 08 Pre-contractual Information and Withdrawal from the Contract and 09 Consent to Commencement of the Service before the End of 14 Days. If contracts begin to be concluded through an online interface, a withdrawal function under Section 20a of the Consumer Protection Act, and information on its location, must also be provided. A web form for a non-binding enquiry does not itself constitute conclusion through such an interface. Even if the consumer can no longer withdraw from the contract, a mediation participant may still end mediation under the Mediation Act, and the consumer may still exercise their rights if the service was defective.

9 Complaints and requests for redress

A complaint may concern, in particular, incorrect billing, failure to provide agreed work or failure to follow the agreed or statutory procedure. Failure to reach an agreement is not, in itself, a defect in the service; however, the mediator remains responsible for proper, professional and impartial performance.

Send a complaint or request for redress to **bogarova@bridgemediators.sk** or to **JUDr. Lenka Bogárová**, Sabinovská 11, 821 03 Bratislava. Include your contact details, identify the service,

describe the defect and state the remedy sought. Provide supporting materials securely and only to the extent necessary. The mediator provides the consumer without undue delay with written confirmation of the notified service defect and the period for remedying it, which must not exceed **30 days** from notification. If she denies liability, she provides her reasons in writing.

Depending on the defect, redress may include correcting the bill, refunding the relevant price or repeating the work. If the consumer is dissatisfied or believes their rights have been infringed, they may send the mediator a request for redress. After a refusal or if **30 days** elapse without a response from the date the request was sent, the consumer may, subject to the Alternative Consumer Dispute Resolution Act, submit a request to the competent alternative dispute resolution body. If no sector-specific body has jurisdiction, the request may be submitted to the Slovak Trade Inspection, Bajkalská 21/A, P. O. BOX 29, 827 99 Bratislava, email ars@soi.sk, website www.soi.sk/alternativne-riesenie-spotrebitelskych-sporov. An up-to-date list of other authorised entities is available at www.economy.gov.sk. If the request is refused, the consumer also receives information about the relevant entities on a durable medium. This concerns a potential dispute between the client and the service provider, not the dispute originally submitted to mediation. This procedure is distinct from oversight of the practice of mediation by the Ministry of Justice of the Slovak Republic. The right to seek judicial protection or claim compensation remains unaffected.

10 Restriction on mediation of consumer disputes

The Bridge Mediators project does not currently accept consumer disputes for mediation, meaning disputes arising out of or relating to a consumer contract. Any extension of the services offered must be preceded by arrangements ensuring compliance with the conditions for mediating consumer disputes under the Mediation Act. This restriction on the subject matter of disputes does not remove the consumer rights of a client ordering the mediation service itself.

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