

AGREEMENT FOR PROVISION OF INDEPENDENT COMPLAINTS REVIEW SERVICES

This Agreement is made on the 1st day of November 2016

between:

CEDR Services Limited (trading as CEDR), a company registered in England and Wales under company number 3271988 and whose registered office is at 70 Fleet Street, London EC4Y 1EU ("CEDR")

and

Mr Chris Holland, Chris Holland Consultancy ("the Reviewer")

Whereas:

- A. CEDR provides independent dispute resolution services to consumer users, often through or with the approval of a sponsoring industry body or regulator.
- B. CEDR maintains a complaints procedure in accordance with Annex A to this Agreement, or as amended from time to time, which sets out its approach to dealing with consumer complaints that may arise from time to time in relation to its delivery of these consumer services.
- C. CEDR wishes to engage the Reviewer to undertake and report upon independent and impartial reviews of CEDR's handling of complaints arising from these consumer services in accordance with the Terms of Reference for the Independent Reviewer as set out at Annex B to this Agreement, or as amended from time to time ("the Services").
- D. For the avoidance of doubt, this agreement relates only to the consumer services which CEDR provides under its own name or under a number of branded schemes including CISAS, POSTRS and WATRS. The agreement does not apply to CEDR's commercial disputes or training services.

1 Responsibilities of CEDR

1.1 CEDR will:

- 1.1.1 Provide and publish viable complaints procedures for the CEDR consumer services activities, updating and amending them in light of experience from time to time.
- 1.1.2 Ensure that the Reviewer is kept free from undue influence or pressure that may affect, or tend to affect, his ability to act with independence and integrity in the conduct of investigations into complaints.
- 1.1.3 Publish the Reviewer's reports on investigations in accordance with the Annex B of this agreement.
- 1.1.4 Take any such action as may be required by the Reviewer as set out in his report of the outcome of any investigation.

- 1.1.5 Pay fees and reasonable incidental expenses due to the Reviewer for services rendered, in accordance with the terms of Schedule 1 of this Agreement.
- 1.1.6 Indemnify and save from harm the Reviewer from all costs or claims which he might have in the future respecting, or arising from, or in connection with, any investigation conducted in accordance with this Agreement, unless the Reviewer can be shown to have acted in bad faith.

2 Commencement and completion date

- 2.1 The Reviewer will commence provision of these Services on signature of this Agreement.
- 2.2 The appointment of the Reviewer under this Agreement will be for a period of 12 months, subject only to the provisions of Clause 7.1 below, with an option to extend for a further two years by mutual consent.

3 Responsibility of the Reviewer

- 3.1 The Reviewer will:
 - 3.1.1 Provide services in accordance with the Terms of Reference for the Independent Reviewer as set out at Annex B to this Agreement, or as amended from time to time.
 - 3.1.2 Act with full independence and impartiality, at all times, when conducting any investigation of a complaint referred to him in order to produce a fair and reasonable conclusion based on the facts and the circumstances of the complaint.

4 Payment terms

- 4.1 In the event of termination of this Agreement by either party as set out in Clause 7.1 or Clause 9.1, any outstanding fees that have accrued shall be paid.
- 4.2 In the event of such termination, the Reviewer shall be entitled to retain a proportion of any annual retainer that has accrued, as calculated on a pro rata basis by reference to the proportion of the year that has elapsed prior to termination, and any resultant over-payment shall be returned to CEDR upon request.

5 Assignment

- 5.1 The Reviewer shall not assign or transfer his rights and obligations under this Agreement to any other party unless with the written approval of CEDR.
- 5.2 Any such approval given by CEDR for the assignment or transfer shall not release the Reviewer from his or her obligations under this Agreement.
- 5.3 CEDR shall not assign or transfer their rights and obligations under this Agreement to other parties unless with the written approval of the Reviewer such approval not to unreasonably withheld.
- 5.4 Any such approval given by the Reviewer for the assignment or transfer shall not release CEDR from its obligations under this Agreement.

6 Copyright

- 6.1 CEDR will retain copyright of published materials developed by it for the complaints procedure and terms of reference as described at Annex B and C above but gives the Reviewer a non-exclusive licence of such copyright for the duration of this Agreement for all purposes in association with his or her role under this Agreement.

7 Termination

- 7.1 Either party shall be entitled to terminate this Agreement immediately (without loss of any other right or remedy) by giving written notice, in the manner provided in Clause 9.1 below, if:
- 7.1.1 a party commits a breach, which is capable of remedy, and that breach is not remedied within 20 working days after written notice to do so is given from the other party. Examples of such a breach include but are not limited to misuse or unauthorised use of CEDR's copyright or the performance by the Reviewer of his or her responsibilities under this Agreement in a manner which, in the reasonable opinion of CEDR, will either reduce or not enhance their reputation, independence and/or impartiality; or
- 7.1.2 a party ceases to carry on business; or
- 7.1.3 a party persistently fails to fulfil or maintain its obligation under either Clause 1.1 (CEDR) or Clause 3.1 (the Reviewer) and continues to do so even after written notice is given by the other party requesting compliance and fulfilment of the obligation.

8 Waiver

- 8.1 Any failure or delay by either party in exercising its rights under this Agreement shall not be deemed to be a waiver of their rights. Any waiver by any party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or other provision.
- 8.2 The termination of this Agreement for whatever reason shall be without prejudice to any rights or liabilities that have accrued to the other party under the Agreement.

9 Notice

- 9.1 Either CEDR or the Reviewer shall be entitled to terminate this Agreement by giving three months' written notice in the manner provided in Clause 9.2 below
- 9.2 Notices given under this Agreement must be in writing and may be delivered by hand or sent by facsimile or first class post as follows:

9.2.1 To CEDR:

The Company Secretary
CEDR Services Limited
70 Fleet Street
London EC4Y 1EU

Tel: +44 (0)20 7536 6000
Fax: +44 (0)20 7536 6001

9.2.2 To the Reviewer:

Mr Chris Holland
Chris Holland Consultancy

9.3 Notice will be deemed to take effect as follows:

- 9.3.1 If notice is delivered by hand, then the time limit will start to run one day after safe delivery of the notice to the offices of the receiving party.
- 9.3.2 If notice is sent by first class post from within the United Kingdom to an address in the United Kingdom, then the time limit will start to run two days after posting.
- 9.3.3 If notice is sent by first class post from outside of the United Kingdom to the United Kingdom or vice versa, then the time limit will start to run ten days after posting.
- 9.3.4 If notice is sent by email, then the time limit will start to run one day after receiving confirmation of satisfactory transmission.

10 Matters beyond the reasonable control of the parties

- 10.1 In an event beyond the reasonable control of the parties, which shall include, but not be limited to, industrial disputes, riots, war, civil disruption, acts of terrorism, lightening, floods or fire, a party so affected shall promptly notify the other party of the nature and extent of the circumstances in question.
- 10.2 Notwithstanding any other provision of this Agreement, neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other party, for any delay in performance or the non-performance of its obligations under this Agreement, to the extent that the delay or non-performance is due to any act which is beyond the control of the party and of which it has notified the other party, and the time for performance of the obligation shall be extended accordingly.
- 10.3 If either party claims non-performance due to the occurrence of an event as set out above and is thus relieved from performing any of its obligations under this Agreement for a continuous period of more than three months or for an aggregate period in any year of more than ninety days, then the other party may, notwithstanding any other provision of this Agreement, terminate this Agreement by giving the party who has claimed reliance on such events not less than 14 days' written notice, in accordance with the notice provisions set out in Clause 9.1 above.

11 Dispute resolution

- 11.1 In the event of any dispute arising between the parties in connection with this Agreement, which cannot be settled by negotiation in good faith, then the parties, in good faith, will seek to resolve the dispute through mediation. The mediator shall be agreed upon by the parties within 15 days of one party requesting mediation, failing which the mediator will be appointed by ADR Group.

Unless otherwise agreed the parties shall share equally the costs of the mediation. Nothing in this clause shall prevent any party seeking a preliminary injunction or other judicial relief at any time if, in its judgement, such an action is necessary to prevent irreparable damage.

- 11.2 All negotiations in relation to the matters in dispute shall be strictly confidential and shall be without prejudice to the rights of the parties in any future proceedings.

12 Governing law and jurisdiction

- 12.1 The laws of England and Wales govern this Agreement and the resolution of any disputes arising from it shall be subject to the exclusive jurisdiction of the courts of England and Wales, failing appropriate resolution in the terms of Clause 11.1 above.

13 Entire agreement

- 13.1 This Agreement constitutes the entire Agreement entered into between the parties and no preliminary or subsequent oral agreements shall be capable of superseding or altering the terms and conditions of this Agreement.
- 13.2 Subsequent amendments or variations to this Agreement shall only take effect if executed in writing and signed by both parties.
- 13.3 If any provision in this Agreement is held to be unenforceable by any competent authority, the validity of the other provisions in this Agreement shall not be affected.
- 13.4 The parties acknowledge and agree that they have not been induced to enter into this Agreement by any representations, warranty or other assurances not expressly incorporated in it.

14 Limitation of liability

- 14.1 The parties accept liability for death or personal injury arising from their negligence in their performance of any activities under this Agreement. Thus Clauses 14.2 and 14.3 below do not apply in the event of death or personal injury.
- 14.2 No party is liable to the others in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings nor for any indirect loss or damage or for any destruction of data.
- 14.3 No third parties have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

15 Confidentiality

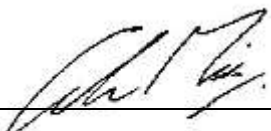
- 15.1 The Reviewer must not disclose any secrets or other information of a confidential or sensitive nature relating to CEDR or its business either during the term of this contract or after the contract has ended.

16 Liabilities and benefits

- 16.1 The Reviewer is an independent external consultant and is responsible for his own tax and insurance liabilities. The Reviewer is not eligible for benefits provided to CEDR's employees.

IN WITNESS whereof the duly authorised representatives of the parties hereto have hereunto set their respective hands the day and year first above written.


Signed for and on behalf of CEDR Services Ltd

Signature:  _____

Print name: Graham Massie, Director & Company Secretary

Date: 1 November 2016

Signed for and on behalf of Chris Holland Consultancy

Signature:  _____

Print name: Mr Chris Holland

Date: 1 November 2016

Annex A

CEDR Consumer Services Complaints Procedure

We set high standards across the full range of services we offer, and we aim to achieve those standards all of the time. Although seldom used, we have a procedure for dealing with complaints that ensures they are given proper attention.

CEDR aims to provide a responsive and timely service to all users of our service. We will

- treat all complaints seriously and deal with them properly;
- address complaints promptly; and
- learn from complaints and take action to improve our service.

It is important to emphasise that we can only deal with complaints that raise concerns about poor administration and it would not be an appropriate use of our complaints procedure to attempt to challenge any decision made by our arbitrators or adjudicators. Some of our schemes provide for formal appeals mechanisms if you are not content with a decision, whilst with other schemes you may still have recourse to the Courts.

We will not, therefore, investigate complaints about:

- decisions made by our arbitrators or adjudicators, or the decision process they adopt;
- the content or validity of the procedures, rules or timescales of any of the services we provide, although we will consider suggestions for improvements as we consider appropriate;
- any business decision made by CEDR; or
- complaints which, in our opinion, are unclear, unreasonable, persistent or vexatious.

In the first instance, complaints should be addressed to the Consumer Services Manager who will have 30 working days in which to respond. In making your complaint, you will need to be clear not only about the nature of your complaint but also what you would like us to do about it. Please use the complaint form provided for this purpose.

Usually the Consumer Services Manager will be able to resolve your complaint. If, however, you remain dissatisfied with the handling of your complaint or the outcome of the Manager's review of your complaint, you may request, within four weeks of receiving our response, that the Manager's decision is reviewed by a director. You will need to be clear about the reasons for your request and what you would like to achieve from the review. The director will respond to you in writing within 30 working days of the escalation request being made.

CEDR's Consumer Services Complaints procedure is overseen by an Independent Reviewer who assesses our performance in handling complaints about our service on an annual basis, and presents any resultant recommendations to our Board. The Independent Reviewer can also address any service complaints which remain unresolved after the director's review stage, provided that your request for independent review was made within four weeks of receiving the director's response.

Annex B

Terms of Reference for the Independent Reviewer

Introduction

The Independent Reviewer ("the Reviewer") plays a very important part in ensuring that CEDR Services Limited (CEDR) is able to fulfil its obligations to customers and users of the consumer dispute resolution services it provides and that it consistently acts in a fair, considerate and effective manner, complying with the service performance standards it has set and published for this purpose.

Terms of Reference

1. The Reviewer will assess CEDR's performance in handling complaints about CEDR's service on a half-yearly basis. Any resultant recommendations will be addressed by CEDR after it has received the Reviewer's assessment outcome.
2. The Reviewer will produce the following reports which will be published:
 - An interim report from each half-yearly review.
 - A report for inclusion in the POSTRS Annual Report
 - A report for inclusion in the CISAS Annual Report
 - A report to be published on the CEDR website, providing an overview of the previous year.
3. The Reviewer will also investigate service complaints that have been referred to the Reviewer by CEDR should the customer request escalation at the end of second stage of the internal complaints procedure, provided that:
 - The Reviewer can only consider service complaints about which each element has first been through the earlier stages of CEDR's complaints process.
 - The Reviewer can only consider service complaint review requests which are received by CEDR within 4 weeks of receipt of the director's second stage review response.
 - The Reviewer cannot consider any complaint, or element of a complaint, which relates to the performance of any ADR Official¹ appointed by CEDR to conduct or assist in the resolution of any dispute, or a complaint about any award, decision or determination made by an ADR Official; nor can the Reviewer make any decision which may change the effect of any such award, decision or determination.
 - The Reviewer cannot consider any complaint or issue arising from a contract or commercial transaction between CEDR and any other organisation.
 - The Reviewer cannot consider any issue relating to a Contract of Employment between

¹ A Neutral is an arbitrator, mediator, adjudicator or other professionally qualified individual appointed by us to deal with a dispute.

CEDR and any Individual.

- The Reviewer cannot consider any complaint arising directly from any business decisions made by CEDR.
 - The Reviewer may, in his absolute discretion, choose not to accept a service complaint referral, or to terminate his investigation of a service complaint referral, if in his opinion the behaviour of the person making the service complaint becomes unacceptable.
4. When a complaint is referred to the Reviewer for investigation, then the Reviewer shall have access to all related files, computer records and persons relevant to the investigation, subject only to compliance with the provisions of the Data Protection Act 1998. The Reviewer shall have complete freedom to decide how to investigate the complaint but will normally be expected to report the outcomes and to produce a final recommendation/proposal letter within one calendar month of referral. The Reviewer does, however, have the power to defer his review of an individual service complaint if, in his judgment, it raises no immediate matters of major concern and may be more efficiently addressed as part of his next scheduled regular review.
 5. Upon completion of his review, the Reviewer will send his or her final recommendation/proposal letter on the complaint, giving reasons for the conclusions reached, to the person or organisation that complained and to CEDR.
 6. If the Reviewer decides that a user complaint should be upheld then he or she may recommend that CEDR should make an apology, or take some other corrective action and/or pay appropriate compensation, or equivalent to that which a neutral would award against a firm in similar circumstances, for damage, distress or inconvenience to the person or organisation making the complaint.
 7. If CEDR does not accept any recommendation of the Reviewer, it shall inform the Reviewer and, where relevant, the person making the service complaint, of its reasons for so doing. In such circumstances, the Reviewer shall be entitled to include within his published reports a summary of the nature of the underlying complaint, his recommendation and the reasons provided by CEDR as to why any recommendation was not accepted.

