

Amazon Platform to Business Mediation Scheme

Scheme Rules

(12 July 2020 edition)

These rules apply to application forms received by CEDR on or after 12 July 2020 and should be read in conjunction with any guidance documentation that can be found at www.cedr.com/mediation/amazon.

1 General

- 1.1 The Amazon Platform to Business Mediation Scheme (“the Scheme”) is administered by Centre for Effective Dispute Resolution (“CEDR”). The Scheme provides an informal and independent way of mediating disputes between Amazon Services Europe SARL or a company affiliated with Amazon Services Europe SARL (“Amazon”) and certain business users (“the Users”) by way of a voluntary, non-binding adjudication process (“the Mediation”).
- 1.2 The Mediation will be undertaken by an independent mediator (“the Mediator”) appointed by CEDR from its Amazon Seller Mediation Panel (“the Panel”) that it maintains for these purposes.
- 1.3 The Mediator appointed under these Rules will make a decision on the dispute by considering the information received from the User and Amazon. This decision will be either: to make one or more recommendations that Amazon take action or to make no recommendation.
- 1.4 Any recommendation of the Mediator is non-binding.
- 1.5 CEDR will charge to the parties the case fee of GBP 490 plus UK VAT (if applicable) if the User’s registered address is in the United Kingdom, or EUR 538 if the User’s registered address is in a member state of the European Union. This case fee will be split equally between Amazon and the User. In the event that the Mediator makes a recommendation, the User’s portion of the case fee will be reimbursed by CEDR to the User within 30 calendar days of the date of the Mediator’s decision.

- 1.6 Applications to the Scheme will be accepted from Users or their nominated representatives. If a User wishes to nominate a representative to act on their behalf, the User must provide signed authority with their application to the Scheme confirming that they agree to the representative acting on their behalf.
- 1.7 Any decision made by the Mediator appointed under these Rules applies only to the specific dispute referred. Under no circumstances does a decision made by the Mediator set a precedent.

2 Scope of the Scheme

- 2.1 The Scheme can be used to settle an unresolved dispute between the User and Amazon provided that all of the following conditions are satisfied:
 - 2.1.1 The User must have exhausted Amazon's complaints process; and
 - 2.1.2 Amazon must have provided the User with an access code ("the Code") confirming that Amazon consent to the User's application to the Scheme; and
 - 2.1.3 The User must have sent an application form to CEDR that meets the requirements under Rule 3.2 below no later than 30 calendar days after receiving the Code.
- 2.2 The Scheme cannot be used to settle a dispute that falls into one or more of the following categories:
 - 2.2.1 Where one or more of the conditions set out at Rule 2.1 above are not satisfied at the time the User applies to the Scheme;
 - 2.2.2 Where the details of the dispute set out in the User's application form materially differ from those details that were provided in the course of satisfying the conditions set out at Rules 2.1.1 and 2.1.2;
 - 2.2.3 Where the dispute has been referred to a court and a judgment has been issued by that court before the Mediator makes a decision;
 - 2.2.4 Where the User and/or Amazon notifies CEDR that they withdraw consent to participate in the Mediation.
- 2.3 If the dispute falls into one or more of the categories identified at Rule 2.2 above, the dispute will be withdrawn from the Scheme. Both the User and Amazon will

then be reimbursed by CEDR their portions of the case fee within 30 calendar days of the date on which the dispute was withdrawn from the Scheme.

- 2.4 Putting a dispute through the Scheme does not remove the User's duty to pay Amazon any amounts that are due and that are not disputed.

3 Applying to use the Scheme

- 3.1 To apply to use the Scheme, the User must send to CEDR an application form, which is available on the Scheme website at www.cedr.com/mediation/amazon. If the User requires any special assistance with their application they can contact CEDR and reasonable adjustments will be made in line with the CEDR reasonable adjustments policy, which can be found on the CEDR website at www.cedr.com.
- 3.2 When submitting an application form, the User must pay the fee detailed at Rule 1.5. On the application form, the User must detail the following:
- 3.21 The Code that the User has been provided with by Amazon;
 - 3.22 The date on which the Code was provided to the User by Amazon;
 - 3.23 The precise issues that are in dispute; and
 - 3.24 The recommendation(s) that the User is requesting the Mediator to make.
- 3.3 The User must supply with their application any supporting documents on which they wish to rely.
- 3.4 The User is encouraged to clarify the claim and the recommendation(s) sought in as much detail as possible.

4 The adjudication procedure

4.1 The Application

- 4.1.1 When an application form meeting the requirements set out at Rule 3.2 is received by CEDR, CEDR will send to the User confirmation of receipt along with a case reference number. Both the User and, subsequently, Amazon

must quote this case reference number in all correspondence with CEDR regarding the case.

- 4.1.2 Upon receipt of CEDR's confirmation and the case reference number, the User will have a period of three calendar days to make any amendments or additions to the application, including the provision of further evidence.
- 4.1.3 After the expiry of the period set out at Rule 4.1.2, CEDR will make an initial assessment within 14 calendar days as to whether or not the dispute falls within the scope of the Scheme. This assessment will be made by reference to Rules 2.1 and 2.2 above.
- 4.1.4 If CEDR considers the application to be valid, it will notify Amazon by sending an electronic copy of the User's application form, the case reference number and any supporting documents ("the notification").
- 4.1.5 Once the notification is deemed to have been received by Amazon, it has 14 calendar days in which to either:
 - 4.1.5.1 Object to CEDR dealing with the dispute if it considers the dispute to be entirely outside the scope of the Scheme; or
 - 4.1.5.2 Send CEDR its written response to the User's claim (CEDR may, at its own discretion, grant Amazon an extension of the deadline for providing a response).

4.2 Objections to eligibility

- 4.2.1 Within the timescale at Rule 4.1.5 above, Amazon can object to CEDR dealing with the dispute if it considers the dispute to be outside the scope of the Scheme.
- 4.2.2 In making an objection, Amazon must contact CEDR and specify one or more reasons under Rule 2.2 above as to why the dispute is outside the scope of the Scheme.
- 4.2.3 CEDR will examine Amazon's objection and decide whether or not the objection is upheld. This decision will be communicated to the parties within three calendar days of the objection being received by CEDR.
- 4.2.4 If Amazon's objection is not upheld by CEDR, the case will remain active, and an additional three calendar days will be added to the timeframe under Rule 4.1.5 for Amazon to submit a response or make a further objection. This time extension can be applied only once per case, and no time extensions will be given to any subsequent unsuccessful objections made by Amazon. The

Mediator who is subsequently appointed to determine the dispute will be provided with all objection correspondence.

- 4.25 If Amazon's objection is upheld, CEDR will write to the User to advise them of this and the reasons given for the objection. The User will then have a period of 14 calendar days to contact CEDR and provide evidence as to why the case is valid. Upon receipt of the User's response, CEDR will decide whether or not to reinstate the case within three calendar days.
- 4.26 In the event that the User responds to CEDR within 14 calendar days after receipt of correspondence from CEDR regarding the objection being upheld, and CEDR decides that the case falls within the scope of the Scheme, the case will be reinstated and Amazon will be given 14 calendar days to make a further objection or to file a response.
- 4.27 If the User makes no contact with CEDR within 14 calendar days of Amazon's objection being upheld, or CEDR does not consider that the case falls within the scope of the Scheme following receipt of the User's response, the case will be withdrawn from the Scheme.

4.3 The Response

- 4.31 When CEDR receives Amazon's response, a copy of it will be sent to the User for their information only.
- 4.32 Upon receipt of the response, CEDR will formally appoint the Mediator to the case.
- 4.33 If Amazon does not submit a response to CEDR within the time allowed, the Mediator will have the discretion to proceed to make a decision considering only the information provided by the User.

4.4 The Decision

- 4.41 The Mediator appointed under these Rules will make a decision by considering the submissions and evidence received from the User and Amazon. CEDR aims for decisions to be issued within 40 calendar days of receipt of Amazon's response.
- 4.42 The Mediator's decision will be set out in writing and will include reasons for the decision. The Mediator will send a copy of the decision to CEDR when complete.

- 4.4.3 Once CEDR receives a decision from the Mediator, it will send copies to both the User and Amazon simultaneously.
- 4.4.4 In the event that the Mediator makes a recommendation, the User's portion of the case fee will be reimbursed by CEDR to the User within 30 calendar days of the date of the Mediator's decision. In the event that the Mediator does not make a recommendation, no reimbursement will be made to the User.
- 4.4.5 The implementation of any recommendation(s) made by the Mediator in the decision will be at the sole discretion of Amazon.
- 4.4.6 The Mediator's decision cannot be reviewed or appealed under any circumstances. CEDR is unable to enforce compliance with the Mediator's decision. CEDR is also unable to apply penalties or sanctions to Amazon for failing to comply with the Mediator's decision.
- 4.4.7 Once the Mediator's decision has been sent to both the User and Amazon, and any reimbursement under Rule 4.4.4 has been carried out, CEDR's involvement in the dispute will end and the Scheme's process will be deemed to be completed.

5 Powers of the Mediator

- 5.1 The Mediator will be fair and unbiased at all times and will make a decision that is in line with the relevant law, any relevant codes of practice, and contracts between Amazon and the User. The Mediator will act quickly and efficiently.
- 5.2 The Mediator has the power to do any of the following:
 - 5.2.1 Change any of the time limits set out in these Rules;
 - 5.2.2 Request further evidence or documents from the User or Amazon, and set time limits in which the User and Amazon must provide such evidence or documents;
 - 5.2.3 Proceed with the Mediation if either the User or Amazon does not keep to these Rules or any instruction or direction made pursuant to these Rules;
 - 5.2.4 Consult any relevant evidence not presented by the parties (but the Mediator must tell the User and Amazon about such evidence and allow them to provide comments);

- 5.25 Receive and take account of any evidence the Mediator thinks is relevant;
- 5.26 End the Mediation if, in the Mediator's opinion, the entirety of the dispute falls outside the scope of the Scheme (there is no appeal if the Mediator decides to end the Mediation).

6 Costs

- 6.1 CEDR will charge to the parties the case fee of GBP 490 plus UK VAT (if applicable) if the User's registered address is in the United Kingdom, or EUR 538 if the User's registered address is in a member state of the European Union. This case fee will be split equally between Amazon and the User. In the event that the Mediator makes a recommendation, the User's portion of the case fee will be reimbursed by CEDR to the User within 30 calendar days of the date of the Mediator's decision.
- 6.2 Neither the User nor Amazon is obliged to use legal representation, although either party is free to do so if they wish.
- 6.3 The User and Amazon must pay their own costs of preparing their cases. By using the Scheme, each party agrees not to take any legal action against the other to recover such costs.

7 Confidentiality

- 7.1 No party involved in the Mediation will give details of the Mediation or the decision (including the reasons for it) to any person or organisation not directly involved in the Mediation, except to companies affiliated to either the User or Amazon, and their representatives.
- 7.2 By using the Scheme, the parties agree that CEDR may gather, retain and publish statistics and other information in relation to cases.
- 7.3 The General Data Protection Regulation (GDPR) applies to the Scheme, and all data submitted to CEDR with regard to cases may be shared with Amazon, including all personal data.

8 Other rules

- 8.1 CEDR will appoint a substitute Mediator from the Panel if the Mediator originally appointed is unable to deal with the dispute for any reason. CEDR will inform the parties if such an appointment is made.
- 8.2 With the exceptions of amending a decision following any minor error or providing clarification on a specific point regarding the Mediator's decision, neither CEDR nor the Mediator will be obliged to enter into correspondence relating to any decision.
- 8.3 If the User or Amazon has a complaint about the quality of service provided in the course of the administration of a case, the complaint should be made through CEDR's published complaints procedure, copies of which are available on the CEDR website. The complaints procedure cannot be used to challenge the content or outcome of the Mediator's decision, the decision process adopted by the Mediator, or the content of these Rules.
- 8.4 The Scheme, including these Rules, may be updated from time to time. Disputes will be settled according to the Rules in force at the time the User applies to use the Scheme.