

POSTRS Rules (2017 edition)

These rules apply to applications we receive on or after 1 December 2017.

If you require this document in an alternative format, please contact us for further details.

1. Introduction

- 1.1. POSTRS (“the Scheme”) is administered by Centre for Effective Dispute Resolution (“CEDR”). POSTRS provides an informal and independent way of adjudicating disputes between member companies that provide regulated postal services, and their customers. There is a full list of member companies here.
- 1.2. The Scheme is free of charge to customers.
- 1.3. Decisions under the Scheme are taken by independent adjudicators appointed by CEDR to decide on the outcome of disputes dealt with under the Scheme. Decisions by adjudicators on eligible cases are only binding on the customer and the company when the customer accepts the decision. Acceptance by a customer must take place within 20 working days of the decision being issued for the decision to become binding.
- 1.4. Applications to the Scheme will be accepted from customers or their nominated representatives. If a customer wishes to nominate a representative to act on their behalf, the customer must provide signed authority on their application to the Scheme confirming that they agree to the representative acting on their behalf.
- 1.5. A customer can use the scheme if:
 - they have not been able to settle a complaint with the company after exhausting their formal complaints procedure; or
 - the company has earlier agreed, in writing that the dispute should be settled through the Scheme; or
 - it can be shown that the customer has not been able to complain to the company because they have not been able to contact them, despite trying to do so.
- 1.6. The customer does not have to use the Scheme to settle a dispute. If a customer does use the Scheme, the company does not have a duty to accept the adjudicator’s decision until the customer advises POSTRS that they accept the decision. The customer must do this within 20 working days of the decision being made. If the

customer does not accept the decision within 20 working days, it will have no effect. This means that neither the customer nor the company will have a duty to take any action the adjudicator has decided. It also means that the customer cannot accept the decision at a later date.

- 1.7. An adjudicator appointed under these Rules will make a decision on the dispute by considering the information received from the customer and the company.
- 1.8. Any decision made by an adjudicator appointed under these Rules applies only to the specific dispute referred. Under no circumstances do decisions made by adjudicators set precedents.

2. What the scheme covers

- 2.1. The Scheme can be used to settle disputes about:
 - 2.1.1. mail that a customer has received from a postal operator providing a postal service; and
 - 2.1.2. mail products or services that a customer has bought from a postal operator, except for those mail products or services for which the customer has a contract with the company.
- 2.2 The Scheme cannot be used to settle disputes which fall into one or more of the following categories:
 - 2.2.1 Cases where the customer does not meet one or more of the requirements at Rule 1.5 above
 - 2.2.2 Claims which are made against a company that is not a member of POSTRS;
 - 2.2.3 Cases where the customer's application to POSTRS has been submitted more than twelve months from the date on which the company has given notice to the customer that it is unable to resolve the complaint (POSTRS can extend this period in exceptional circumstances if both the customer and the company agree or if, in our opinion, the company has unreasonably delayed handling the complaint);
 - 2.2.4 Claims which contain no aspect relating to the issues set out at Rule 2.1 above;
 - 2.2.5 A dispute which, in the opinion of POSTRS, is more appropriately dealt with by a court, regulatory body, or other formal process;
 - 2.2.6 A dispute that is considered by POSTRS to be frivolous and/or vexatious;

- 2.2.7 A dispute that is the subject of an existing or previous valid application made under the Scheme;
- 2.2.8 A dispute which has been or is the subject of court proceedings or an alternative independent procedure for the determination of disputes (unless such proceedings or alternative procedure have been abandoned, stayed or suspended).
- 2.3 If the dispute is about something that is not covered by these Rules, the company can agree to use the Scheme but does not have to.
- 2.4 Putting a dispute through the Scheme does not take away the customer's duty to pay the company any other amounts which are due and which are not disputed.

3 Applying to use the Scheme

- 3.1 To apply to use the Scheme, the customer must complete and return an application form. Application forms are available from us and on our website at www.cedr.com/postrs. If you need help filling in the form, you can contact us in a number of ways, including by e-mail or by phone. If a customer requires any special assistance with their application they can contact POSTRS and reasonable adjustments will be made in line with CEDR's Reasonable Adjustments Policy,
- 3.2 On the application form, the customer must request at least one of the following remedies from the company:
- An apology;
 - A product or service;
 - An action to be taken by the company;
 - A payment of compensation for direct loss caused as a result of using the relevant product or service;
 - A payment of compensation for any stress, anxiety or inconvenience caused by the company failing to keep to its own procedure for handling complaints.

The customer is encouraged to clarify the remedies sought in as much detail as possible, but a failure to do this will not render an application invalid. If, in the opinion of POSTRS, any aspect of a customer's application is unclear, POSTRS will make one

attempt to contact the customer to obtain clarification. This will not affect the case process or the associated timescales.

The application should include the following details:

3.3

- The product or service provided by the company which the dispute is about;
- The precise issues which are in dispute;
- The steps already taken to attempt to reach a resolution with the company;
- The reasons for requesting the remedy or remedies sought; and
- The reasons for the amount of any compensation claimed, including any amount you are claiming as compensation for stress, anxiety or inconvenience.

3.4 The customer should supply with their application any relevant documents or evidence which support their claim.

4. The adjudication procedure

4.1. The Claim

4.1.1. When an application form is received along with any supporting documents, POSTRS will make an initial assessment within 15 working 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.

4.1.2. When an application is processed by POSTRS, a case reference number will be allocated and communicated to the parties in correspondence from POSTRS. Both the customer and the company must quote this case reference number in all subsequent correspondence with POSTRS regarding the case.

4.1.3. If POSTRS considers the application to be valid, it will notify the company by sending an electronic copy of the customer's application form and any supporting documents to the company ("the notification").

4.1.4. If POSTRS sends the notification to the company before 4.00pm, the company is deemed to have received it on that day. If POSTRS sends the notification on or after 4.00pm, the company is deemed to have received it on the following working day.

- 4.1.5. Once the notification is deemed to have been received by the company, the company has 10 working days in which to either:
- 4.1.5.1. Confirm to POSTRS that it is prepared to give the customer all of the remedies requested on the POSTRS application form or that it has agreed
 - 4.1.5.2. Send POSTRS its written defence to the customer's claim (in exceptional circumstances, POSTRS may, at its own discretion, grant the company an extension of the deadline for providing a defence by up to a further five working days).
- 4.1.6. If, before the expiry of the timescale at Rule 4.1.5 above, the customer contacts POSTRS to add further evidence or submissions to their application, the company will be sent the extra documentation and the timescale at Rule 4.1.5 for the company to reach a settlement or file a defence will be restarted.

4.2. Settlement

- 4.2.1. If the company agrees to give the customer all of the remedies they have asked for on their POSTRS application form (ie. a settlement in full), the company must notify POSTRS of this within the timescale set out at Rule 4.1.5 above. When POSTRS receives notification from the company that a settlement in full has been reached, POSTRS will close the case. The company must provide the customer with all of the remedies requested on the POSTRS application form within 20 working days of POSTRS being notified of the settlement in full, unless an alternative timescale has been agreed between the parties.
- 4.2.2. If the company reaches any other resolution with the customer to settle the dispute (ie. a negotiated settlement), the company must notify POSTRS of this within the timescale set out at Rule 4.1.5 above. At the same time, the company must provide POSTRS with evidence of the offer made to the customer and evidence confirming that the customer has accepted that offer in exchange for the closure of their POSTRS case. When POSTRS receives evidence of the negotiated settlement from the company, POSTRS will close the case. If evidence of the negotiated settlement is not provided by the company, the case will remain active. The company must provide the customer with the remedies agreed as part of the negotiated settlement within 20 working days of POSTRS

being notified of the negotiated settlement, unless an alternative timescale has been agreed between the parties.

4.2.3. If the company has not provided the customer with all of the remedies under the settlement in full or negotiated settlement within the relevant timescale, the customer must advise POSTRS within 20 working days of the expiry of the relevant timescale (or the case will remain closed). At this time, the customer must advise POSTRS which of the remedies have not been provided. Upon the customer advising POSTRS that one or more remedies remain outstanding, POSTRS will re-open the case and will give the company five working days to either provide a defence to the customer's claim or to provide evidence showing that the remedies required under the settlement were provided within the relevant timescale. If the company provides evidence showing that the remedies required under the settlement were provided to the customer within the relevant timescale, the case will be withdrawn from the Scheme. If the company does not provide evidence showing that the remedies required under the settlement were provided to the customer within the relevant timescale, or the adjudicator does not accept such evidence, the case will proceed in line with Rule 4.4 below.

4.3. Objections to eligibility

- 4.3.1. Within the timescale at Rule 4.1.5 above, the company can object to POSTRS dealing with the application if it considers the dispute to be entirely outside the scope of the Scheme.
- 4.3.2. In making an objection, the company must contact POSTRS and specify one or more reasons under Rule 2.2 above as to why the application is outside the scope of the Scheme. The evidential burden rests with the company to prove why the application falls outside the scope of the Scheme.
- 4.3.3. A POSTRS adjudicator will examine the company's objection and decide whether or not the objection is upheld. This decision will be communicated to the company within two working days of the objection being received by POSTRS.
- 4.3.4. If the company's objection is not upheld by the adjudicator, the case will remain active, and an additional two working days will be added to the

timeframe under Rule 4.1.5 for the company to file a defence or settle the dispute. This time extension can be applied only once per case, and no time extensions will be given to any subsequent unsuccessful objections made by the company. If an adjudicator is subsequently appointed to determine the dispute, all objection correspondence will be forwarded to that adjudicator to be taken into account when reaching a final decision in the case.

4.3.5. If the company's objection is upheld by the adjudicator, POSTRS will write to the customer to advise them of this and the reasons given for the objection. The customer will then have a period of five working days to contact POSTRS and provide reasons why the case is valid. Upon receipt of the customer's response, a POSTRS adjudicator will decide whether or not to reinstate the case within two working days. The evidential burden at this stage rests with the customer to prove why the application falls within the scope of the Scheme.

4.3.6. In the event that the customer responds to POSTRS within five working days after receipt of correspondence from POSTRS regarding the objection being upheld, and the adjudicator decides that the case falls within the scope of the Scheme, the case will be reinstated and the company will be given 10 working days to reach a settlement with the customer or to file a defence with POSTRS.

4.3.7. If the customer makes no contact with POSTRS within five working days of the company's objection being upheld, or the adjudicator does not consider that the case falls within the scope of the Scheme following receipt of the customer's response, the case will be withdrawn from the Scheme.

4.4. The Defence

4.4.1. When POSTRS receives the company's defence, a copy of it will be sent to the customer.

4.4.2. Upon receipt of the defence, POSTRS will formally appoint an adjudicator to the case.

4.4.3. If the company does not submit a defence to POSTRS within the time allowed, the adjudicator will have the discretion to proceed to make a decision considering only the information provided by the customer.

4.4.4. The customer has a period of five working days from the date on which the company's defence is sent to them to provide any comments on the defence

that they see fit. The customer is not required to submit comments on the company's defence. Any comments that are submitted must be restricted only to points raised in the company's defence and must not introduce any new matters or any new evidence. Any new matters or new evidence submitted by the customer at this stage will be disregarded by the adjudicator.

4.4.5. If the customer makes any comments on the company's response, POSTRS will send a copy of those comments to the company for their information only.

4.4.6. If the company wants to respond to the customer's comments, they can. However, the adjudicator may refuse to take these comments into account.

4.5. The Decision

4.5.1. An adjudicator appointed under these Rules will make a decision by considering the submissions and evidence received from the customer and the company. POSTRS aims for decisions to be issued within 30 working days of a valid application being made to the Scheme.

4.5.2. The adjudicator's decision will be set out in writing and will include full reasons for the decision. The adjudicator will send a copy of the decision to POSTRS when complete.

4.5.3. Once POSTRS receives a decision from an adjudicator, it will send copies to both the customer and the company simultaneously.

4.5.4. The adjudicator's decision will only become binding on the customer and the company if the customer advises POSTRS that they accept the decision in full. The customer has 20 working days to notify POSTRS of their acceptance.

4.5.5. If, during the time period specified at Rule 4.5.4 above, the customer advises POSTRS that they reject the decision, or that they do not accept the decision in full, or if the customer fails to contact POSTRS during the time period, the adjudicator's decision will not be binding on either party. The decision cannot be accepted at a later date.

4.5.6. Adjudicators' decisions are final. They cannot be reviewed or appealed under any circumstances.

4.6. Compliance with the Decision

- 4.6.1. If the adjudicator's decision directs the company to take an action in relation to the customer, and the customer accepts the decision, the company must complete the necessary action(s) within 20 working days from the date on which POSTRS notifies the company of the customer's acceptance of the decision.
- 4.6.2. If the company is for any reason unable to complete the necessary action(s) within the timescale at Rule 4.6.1 above, the company must advise the customer and POSTRS why that is before the above timescale expires. At the same time, the company must specify a substitute date by which the necessary action(s) will be completed.
- 4.6.3. If the customer informs POSTRS that the company has not completed the required actions within the timescale set out at Rule 4.6.1 or any substitute timescale advised by the company under Rule 4.6.2, POSTRS will contact the company to request compliance with the decision. In the event that the company does not respond or fails to comply with the decision within five working days, the matter will be escalated to a senior member of staff at the company.
- 4.6.4. In the event that the company's failure to respond and/or failure to comply persist, appropriate action will be taken by POSTRS which may include suspension or termination of POSTRS membership.
- 4.6.5. POSTRS is unable to enforce compliance with decisions, nor is POSTRS able to apply penalties or sanctions to a company for failing to comply with an adjudicator's decision.

5. Powers of the adjudicator

- 5.1. The adjudicator will be fair and unbiased throughout the adjudication procedure and will make a decision that is in line with the relevant law and any relevant terms and conditions. The adjudicator will act quickly and efficiently, settling the dispute in a fair and reasonable way.
- 5.2. The adjudicator has the power to do any of the following:
- 5.2.1. Change time limits for the customer and the company to provide comments, and set time limits for the customer and the company to provide any extra information the adjudicator needs

- 5.2.2. Request further evidence or documents from the customer or the company, and set time limits in which the customer and the company must provide such evidence or documents;
 - 5.2.3. Proceed with the adjudication if either the customer or the company 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 adjudicator must tell the customer and the company about such evidence and allow them to provide comments);
 - 5.2.5. Receive and take account of any evidence the adjudicator thinks is relevant, with the exception of new matters or new evidence submitted as per Rule 4.4.4 above;
 - 5.2.6. End the adjudication if, in the adjudicator's opinion, the entirety of the claim falls outside the scope of the Scheme (there is no appeal if the adjudicator decides to end the adjudication);
 - 5.2.7. End the adjudication if the customer and the company settle their dispute before a decision is made;
 - 5.2.8. Determine whether or not the company has complied with their decision, in the event that a dispute arises between the parties regarding compliance.
- 5.3. If the adjudicator finds that the customer's claim succeeds in full or in part, he or she can direct the company to:
- 5.3.1. Provide the customer with an apology;
 - 5.3.2. Provide the customer with a product or service;
 - 5.3.3. Take an action;
 - 5.3.4. Pay the customer a sum of compensation for the direct loss caused by the customer using the relevant product or service (this amount will not exceed the limits set out in the terms and conditions of the relevant product or service);
 - 5.3.5. Pay the customer an amount for any stress, anxiety or inconvenience caused by the company failing to keep to its own procedure for handling complaints (this amount will not exceed the sum of £50.00).
- 5.4. In exceptional circumstances, the adjudicator may award more than has been claimed by the customer.

5.5. If the adjudicator finds that the customer's claim does not succeed, the company will not be directed to take any action(s).

6. Costs

- 6.1. The use of POSTRS is free of charge to customers. The company is therefore responsible for paying POSTRS its fees. The company cannot take legal action against a customer to recover fees paid to POSTRS.
- 6.2. Neither party to a POSTRS case is obliged to use legal representation, although either party is free to do so if they wish.
- 6.3. The customer and the company must pay their own costs of preparing their cases. By using POSTRS, 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 adjudication will give details of the adjudication or the decision (including the reasons for it) to any person or organisation not directly involved in the adjudication, unless this is necessary in order to enforce the decision.
- 7.2. By using the Scheme, the parties agree that POSTRS may gather, retain and publish statistics and other information in relation to cases whilst preserving the anonymity of the parties

8. Other rules

- 8.1. POSTRS will appoint a substitute adjudicator if the adjudicator originally appointed is unable to deal with the dispute for any reason. POSTRS will inform the parties if such an appointment is made.
- 8.2. With the exception of amending a decision following any minor error, neither POSTRS nor the adjudicator will enter into correspondence relating to any decision.
- 8.3. If the customer or company has a complaint about the quality of service provided in the course of the administration of a POSTRS case, the complaint should be made through the published complaints procedure, copies of which are available from the POSTRS website. The complaints procedure cannot be used to challenge the content or outcome of an adjudicator's decision, the decision process adopted by an adjudicator, or the content of these Rules.

- 8.4. Please do not provide any original documents if you wish to use them in the future. We do not keep any documents on our premises and all documents sent to us will be disposed of securely. If either the customer or the company requires any original documents returned to them, they must make such a request at the start of the POSTRS process. If no such request is made, POSTRS will dispose of the documents securely.
- 8.5. Any reference in these Rules to working days by definition excludes Saturdays, Sundays and bank/public holidays celebrated in England and Wales.
- 8.6. 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 customer applies to use the Scheme.

