Independent Conciliation Scheme for Customers

National Association of Jewellers (NAJ)

Introduction

1. The Independent Conciliation Scheme for Customers (the Scheme) is a method of resolving complaints or disputes between businesses and their customers that have become deadlocked.
2. Conciliation is a flexible process conducted confidentially in which a Conciliator actively assists parties in working towards a negotiated agreement of a dispute or difference, with the parties in ultimate control of the decision to settle and the terms of resolution.
3. Conciliation is voluntary, confidential and 'without prejudice' which means nothing said in the Conciliation is admissible as evidence in legal proceedings.
4. A CEDR Accredited Conciliator will work with the parties to try and find an agreed solution to the complaint and the Conciliator may propose a solution to the parties in an attempt to help them reach a resolution.
5. Any settlement reached is legally binding once put into writing and signed by the parties. The parties will have a short 'cooling off' period after any agreement made orally should they wish to take legal advice before they sign a final document.
6. The Conciliation Scheme is provided by the Centre for Effective Dispute Resolution (CEDR) to businesses or other organisations who subscribe to the Scheme. It provides Conciliation if requested to do so by a customer who is in dispute with a subscribing company where the parties have not been able to resolve the dispute between themselves through the company's complaints procedure and/or the relevant profession body.
7. The Scheme will normally take five weeks from receipt of the correctly completed application form to the closure of the case.
8. CEDR have exclusive rights to appoint or withdraw a Conciliator under this Scheme.

Applications

9. An application to use the Scheme must be made by the customer on the designated application form which will be provided either by CEDR, the subscribing company or relevant trade body as appropriate.

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10. Upon receipt of a properly completed application form CEDR will aim to appoint the Conciliator within 5 working days and will inform the parties accordingly.

The Process

11. CEDR will acknowledge receipt of a new application for conciliation within 14 days of receipt.

12. The process begins on the date of the acknowledgment of a valid application from the customer. At the same time the customer's application form will be forwarded to the company along with a Response Form which they are required to complete and return to CEDR within 14 days.

13. Following receipt of the Response Form from the company a copy will be sent to the customer and CEDR will confirm the identity of the Conciliator within 7 days.

14. All the documents relating to the case that have been provided by the parties will be provided to the Conciliator who will endeavour to conclude the Conciliation within 28 days of their appointment.

15. The Conciliator will speak to the parties by telephone, Skype or communicate in writing (including email) with the parties, either together or individually, to request further information or to explore possible solutions.

16. If the parties do not reach a solution between themselves after discussions with the Conciliator, then they will suggest to the parties recommendations for settlement in writing.

17. If a solution is found or is accepted by the parties as proposed by the Conciliator, then the Conciliator will record that solution in writing and send it to the parties (via CEDR) in the form of an Outcome Statement (the Statement), for signature via an online portal. The parties must sign the Statement within 14 days of the date on which the Statement is provided. Any amendment to the Statement at this stage, other than for minor clerical errors, will be regarded as notifying a failure to agree.

18. If the Statement is signed by both parties within the timescale, CEDR will advise the parties accordingly and transmit a copy to both parties. At this point the agreement becomes a binding contract and the parties must then take action to comply with the agreed outcome.

19. No terms of settlement reached will be legally binding unless or until set out in writing in the Statement and signed by or on behalf of each of the Parties.

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20. If either party chooses not to sign the Statement within 14 days, it will have no effect on either party and CEDR will confirm the Conciliation has ended without resolution.

21. The date on which the Conciliation will be deemed to be concluded is the date of the letter from CEDR which confirms the process has ended.

22. Copies of agreed Statements will be provided to the contracting trade body, if applicable, on a confidential basis for training and quality purposes.

Confidentiality

23. Every person involved in the Conciliation:

    23.1 will keep confidential all information arising out of or in connection with the Conciliation, including the terms of any settlement, but not including the fact that the Conciliation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and

    23.2 acknowledges that all such information passing between the Parties, the Conciliator and/or CEDR, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision- maker in any legal or other formal process, except where otherwise disclosable in law.

24. Where a Party privately discloses to the Conciliator or CEDR any information in confidence before, during or after the Conciliation, the Conciliator or CEDR will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless required by law to make disclosure. The Parties, and each of them, agree, however, that the Conciliator may disclose such information to CEDR provided that such disclosure is made by the Conciliator and received by CEDR in confidence.

25. The Parties understand that the Conciliator and CEDR do not give legal advice and agree that they will not make any claim against the Conciliator or CEDR in connection with this Conciliation.

26. The Parties will not call the Conciliator or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the Conciliation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the Conciliation; nor will the Conciliator nor any CEDR

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employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any Party does make such an application (as listed above), that Party will fully indemnify the Conciliator or the employee or consultant of CEDR in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the Conciliator's standard hourly rate for the Conciliator's time spent in resisting and/or responding to suchapplication.

Legal status and effect of the Conciliation

27. The process is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the Conciliation.

Costs

28.The Conciliation Scheme will provided free of charge to the customer. The NAJ will be making payment for each case referred to CEDR for conciliation.

29. The costs incurred by the parties in preparation of their claim, including documentation and all other expenses are not recoverable under the Scheme.

Updates

30. These Rules may be amended by CEDR from time to time, and current Rules apply to any application on the date of application.

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