

## **CEDR Independent Adjudication Scheme**

### **Gambling and Gaming**

**2015 and should be read in conjunction with the 'Adjudication Guidance for Customers' which can be found at [www.cedr.com/consumer](http://www.cedr.com/consumer)**

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

#### **1. General**

- 1.1. The Independent Adjudication Scheme (Gambling and Gaming) ("the Scheme") is administered by the Centre for Effective Dispute Resolution (CEDR). The Scheme provides an informal and independent way of adjudicating disputes between gambling and gaming operators ("the company") and their customers.
- 1.2. The Scheme is free of charge to customers.
- 1.3. Decisions and recommendations under the Scheme are taken by independent adjudicators appointed by CEDR to decide on the outcome of disputes dealt with under the Scheme. Subject always to Rule 1.9 and the £10,000.00 limit detailed therein, 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 30 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.
- 1.5. A 'customer' is an individual who is the recipient or intended recipient of goods provided by the company in exchange for payment to, or an agreement to make payment to, the company.
- 1.6. 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.
- 1.7. An application for adjudication can only be made by a customer if the dispute has not been resolved to the customer's satisfaction after receiving a written response from a senior manager at the company on or after 10 August 2015 confirming that the dispute has reached the conclusion of the company's complaints process.
- 1.8. An adjudicator appointed under these Rules will make a decision or recommendation on the dispute by considering the information received from the customer and the company.
- 1.9. If an adjudicator determines that the customer should be paid a sum of money up to but not exceeding £10,000.00, the adjudicator's decision will be binding on the company if accepted by the customer. If the adjudicator recommends that the customer should be paid a sum of money in excess of £10,000.00, the adjudicator's recommendation will be binding on the company if accepted by both the customer and the company.

- 1.10. Any decision or recommendation made by an adjudicator appointed under these Rules applies only to the specific dispute referred. Under no circumstances do decisions or recommendations made by adjudicators set precedents.
- 1.11. Neither party to a case dealt with by the Scheme is obliged to use legal representation, although either party is free to do so if they wish.

## **2. Scope of the Scheme**

- 2.1. The Scheme can be used to settle disputes that relate to a customer's financial entitlement as a result of participation in a game operated by 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. Claims which are brought by someone who does not fall within the definition of a 'customer' under Rule 1.5 above;
  - 2.2.2. Cases where the customer has not complained to the company at all, or where the company has not provided the customer with a response from a senior manager that marks the conclusion of its complaints procedure in relation to the dispute;
  - 2.2.3. Cases where the customer's application to CEDR has been submitted more than twelve months from the date on which the company has provided the customer with its response from a senior manager that marks the conclusion of its complaints procedure (CEDR can extend this period in exceptional circumstances if both the customer and the company agree or if, in the opinion of CEDR, the company has unreasonably delayed handling the complaint);
  - 2.2.4. Claims which do not relate to the issue set out at Rule 2.1 above;
  - 2.2.5. Claims relating to the quality of customer service provided by the company;
  - 2.2.6. Claims relating to a licensing dispute (that is, a dispute about the way in which the company is being run);
  - 2.2.7. A dispute which, in the opinion of CEDR, is more appropriately dealt with by a court, regulatory body, or other formal process;
  - 2.2.8. A dispute that is considered by CEDR to be frivolous and/or vexatious;
  - 2.2.9. A dispute that is the subject of an existing or previous valid application made under the Scheme;
  - 2.2.10. 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. An application to the Scheme does not remove a 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, a customer must send to CEDR a completed application form, which can be submitted by post or online. Application forms are available from CEDR and on the Scheme website at [www.cedr.com/idrs](http://www.cedr.com/idrs). If a customer 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/consumer](http://www.cedr.com/consumer).
- 3.2. On the application form, the customer must request a payment of money.
- 3.3. The claim should include details of:
- The 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.
- 3.4 The customer should supply any essential supporting documents with their application.

### **4. The adjudication procedure**

#### **4.1. The Claim**

- 4.1.1. When an application form is received along with any supporting documents, CEDR 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 CEDR, a case reference number will be allocated and communicated to the parties in correspondence from CEDR. Both the customer and the company must quote this case reference number in all subsequent correspondence with CEDR regarding the case.
- 4.1.3. If CEDR 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 CEDR sends the notification to the company before 4.00pm, the company is deemed to have received it on that day. If CEDR 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 CEDR that it is prepared to give the customer all of the remedies requested on the application form or that it has agreed an

alternative settlement by negotiation directly with the customer (this period cannot be extended); or

4.1.5.2. Send CEDR its written objection to the dispute's eligibility for review under the scheme, specifying one or more reasons under Rule 2.2. above; or

4.1.5.3. Send CEDR its written response to the customer's claim (in exceptional circumstances, CEDR may, at its own discretion, grant the company an extension of the deadline for providing a response 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 CEDR 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, raise an objection, or file a response 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 application form (ie. a settlement in full), the company must notify CEDR of this within the timescale set out at Rule 4.1.5 above. When CEDR receives notification from the company that a settlement in full has been reached, CEDR will close the case. The company must provide the customer with all of the remedies requested on the CEDR application form within 20 working days of CEDR 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 CEDR of this within the timescale set out at Rule 4.1.5 above. At the same time, the company must provide CEDR 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 case. When CEDR receives evidence of the negotiated settlement from the company, CEDR 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 CEDR 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 CEDR within 20 working days of the expiry of the relevant timescale (or the case will remain closed). At this time, the customer must advise CEDR which of the remedies have not been provided. Upon the customer advising CEDR that one or more remedies remain outstanding, CEDR will re-open the case and will give the company five working days to either provide a response 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 CEDR 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 CEDR 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 show why the application falls outside the scope of the Scheme.

4.3.3. A CEDR 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 CEDR.

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 response 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 or recommendation in the case.

4.3.5. If the company's objection is upheld by the adjudicator, CEDR will write to the customer to advise them of this. The customer will then have a period of five working days to contact CEDR and provide further reasons as to why the case should be considered to be valid. Upon receipt of the customer's response, a CEDR 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 show why the application falls within the scope of the Scheme.

4.3.6. In the event that the customer responds to CEDR within five working days after receipt of correspondence from CEDR regarding the objection being upheld, and the adjudicator determines that the case does fall 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 response with CEDR.

4.3.7. If the customer makes no contact with CEDR 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 company's Response

4.4.1. When CEDR receives the company's response to the customer's claim ("the Response"), a copy of it will be sent to the customer.

4.4.2. Upon receipt of the Response, CEDR will formally appoint an adjudicator to the case.

4.4.3. If the company does not submit a Response to CEDR within the time allowed, the adjudicator will have the discretion to proceed to make a decision or recommendation 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 Response is sent to them to provide any comments on the Response that they see fit. The customer is not required to submit comments on the company's Response. Any comments that are submitted must be restricted only to points raised in the company's Response 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, CEDR will send a copy of those comments to the company for their information.

4.4.6. Should the company or the customer wish to make any further comments, they may do so within five working days of the date on which the customer's comments on the company's Response are sent to the company in line with Rule 4.4.5 above. The adjudicator may, at his or discretion, choose to accept such further comments.

#### 4.5. The adjudicator's Decision or Recommendation

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

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

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

4.5.4. If the adjudicator determines that the customer should be paid a sum of money up to but not exceeding £10,000.00, the adjudicator's decision will only become binding on the customer and the company if the customer advises CEDR that they accept the decision in full. The customer has 20 working days to notify CEDR of their acceptance.

4.5.5. If, during the time period specified at Rule 4.5.4 above, the customer advises CEDR that they do not accept the decision in full, or if the customer fails to contact CEDR 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. If the adjudicator recommends that the customer should be paid a sum of money in excess of £10,000.00, the adjudicator's recommendation will only

become binding on the customer and the company if the customer and the company advise CEDR that they accept the recommendation in full. The customer and the company have 20 working days to notify CEDR of their acceptance.

4.5.7.If, during the time period specified at Rule 4.5.6 above, the customer or the company advises CEDR that they reject the recommendation, or that they do not accept the recommendation in full, or if the customer or company fails to contact CEDR during the time period, the adjudicator's recommendation will not be binding on either party. The recommendation cannot be accepted at a later date.

4.5.8.Adjudicators' decisions and recommendations cannot be reviewed or appealed under any circumstances.

#### 4.6. Compliance with the Decision or Recommendation

4.6.1. If the adjudicator's decision or recommendation directs the company to take an action in relation to the customer, and the decision or recommendation becomes binding in accordance with Rules 4.5.4 or 4.5.6 above, the company must complete the necessary action(s) within 20 working days from the date on which CEDR notifies the company that the decision or recommendation is binding.

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 CEDR 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 CEDR 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, CEDR will contact the company to request compliance with the decision or recommendation. In the event that the company does not respond or fails to comply with the decision or recommendation within five working days, the matter will be escalated to the company's Head of Customer Operations.

4.6.4. In the event that the company's failure to respond and/or failure to comply persists, appropriate action can be taken by CEDR which may include suspension or termination of membership of the Scheme and automatic notification of such action communicated to the Gambling Commission.

4.6.5.CEDR is unable to enforce compliance with decisions, nor is CEDR 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 at all times and will make a decision or recommendation that is in line with the relevant law, any relevant codes of practice, and contracts between the company and the customer. The adjudicator will act quickly and efficiently.

5.2. The adjudicator 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 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;

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 or recommendation is made;

5.2.8. Determine whether or not the company has complied with their decision or recommendation, 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 or recommend the company to make a payment to the customer.

5.4. In exceptional circumstances, the adjudicator may direct or recommend that the company make a payment of money higher than the amount that 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 or recommended to take any action(s).

## **6. Costs**

6.1. The use of the Scheme is free of charge to customers. The company is therefore responsible for paying CEDR its fees. The company cannot take legal action against a customer to recover fees paid to CEDR.

6.2. The customer and the company 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.

6.3. If the adjudicator directs or recommends the company to make a payment to the customer, the customer will have no entitlement to interest on the sum of money paid.



## **7. Confidentiality**

- 7.1. No party involved in the adjudication will give details of the adjudication or the decision or recommendation (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 CEDR 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. CEDR will appoint a substitute adjudicator if the adjudicator 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 exception of amending a decision or recommendation following any minor error, neither CEDR nor the adjudicator will enter into correspondence relating to any decision or recommendation.
- 8.3. If the customer or company has a complaint about the quality of service provided in the course of the administration of a case dealt with by the Scheme, the complaint should be made through the published complaints procedure, copies of which are available from the CEDR website. The complaints procedure cannot be used to challenge the content or outcome of an adjudicator's decision or recommendation, the process adopted by an adjudicator, or the content of these Rules.
- 8.4. If either the customer or the company requires their original documentation to be returned to them, they must make such a request within 20 working days of the date of the adjudicator's decision or recommendation being sent to them. If no such request is made, CEDR 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.

## Time Frame Breakdown

Process time frame indicating maximum period if objection process used in full. Most cases are concluded between 40 and 45 working days (8 to 9 weeks).

