

Bonsucro Grievance Mechanism Application Form

What is this Booking Form for?	What do I need to do?
<ul style="list-style-type: none">• To commence a complaint under the Bonsucro Grievance Mechanism against a Bonsucro Member• All defined terms not set out below are set out in full in the Bonsucro Grievance Mechanism Rules (the <i>“Rules”</i>).	<ul style="list-style-type: none">• Review the Bonsucro Grievance Mechanism Rules and the Eligibility Checklist to ensure that your complaint is eligible.• Complete this Application Form and provide your Statement of Complaint and Supporting documents in English or with accompanying English translations as required.• Read the information set out in Part II.

IMPORTANT:

Save a copy of this form before completing and sending to CEDR.

Part I – To be completed by the Complainant

1. Date of Submission

Insert Today's date:

2. The Parties to this Complaint

Complainant:

and

Respondent
Member:

3. Complainant Information

Set out details of the individuals and/or communities represented (In this box please insert the main contact, and complete separate sheet for others who are part of the complaint).

Full name:

Organisation:

Street Address:

Town:

County:

Country:

Postcode:

Contact Tel:

E-mail address:

Remain Anonymous?

Yes

No



4. Complainant / Representation (if applicable)

Please provide support showing that you are acting on behalf of the Complainant. This will not count towards the Complaint Submissions length requirements.

Full name:

Organisation:

E-mail address:

Tel:

Brief description of organisation's role:

5. Respondent Information

Full name:

Organisation:

Bonsucro Membership number:

Street Address:

Town:

County:

Country:

Postcode:

Contact Tel:

E-mail address:

Is the Respondent a Certificate Holder?	Yes	No
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6. Respondent / Representation (if applicable)

Full name:

Organisation:

E-mail address:

Tel:

Brief description of organisation's role:

7. Issues in dispute

Please set out here in a short paragraph the essential nature of your complaint. Please attach to this Application a Statement of Complaint (which includes all of the Required Information as set out at section 4 of the Rules) in a separate document. The Statement of Complaint must be in English and no more than 25 A4 pages in length and may be accompanied by supporting evidence, up to a maximum of 175 pages.



8. Breach of Bonsucro Code of Conduct and/or relevant Bonsucro Standard(s)

If you are alleging breach of the Bonsucro Code of Conduct or a Relevant Bonsucro Standard, please identify which you say have been breached, and provide specifics as to which articles of the Bonsucro Code of Conduct / requirements of the Bonsucro Standard(s) were breached.

These documents can be found [here](#). In your Statement of Complaint, please provide factual details which support these allegations and other relevant information.

9. Social or Environmental Harm

If you are alleging social or environmental harm, please identify this briefly here, and in your Statement of Complaint give details of how the Respondent Member caused or contributed to this harm either directly or through a business relationship involving their operations, products or services.

10. Next Steps

The Bonsucro Grievance Mechanism Terms and Conditions are set out in Part II below. You should read Part II carefully before sending this form to CEDR. If you do not understand any point please ask for further information by **emailing CEDR at adr@cedr.com or calling CEDR on +44 (0)20 7536 6060.**

By submitting this form to CEDR : (a) you agree that you have the authority to represent the Complainant; (b) you agree, on behalf of the Complainant to refer your complaint to the Bonsucro Grievance Mechanism process as set out the Rules; and (c) you agree, on behalf of the Complainant, to the Terms and Conditions, as set out in Part II.

Now send this document to CEDR at adr@cedr.com quoting reference Bonsucro Grievance Mechanism.

CEDR will review the information provided and confirm if the Complaint is in scope of the Bonsucro Grievance Mechanism and if there is sufficient funding for the Complaint to proceed.

Continued on next page.



Part II

Terms and Conditions

IT IS AGREED THAT:

1. The Complaint refers to the Complaint referred by the Complainant in this Application Form.
2. The contract for the dispute resolution services will come into existence between the Complainant, the Respondent, the alternative dispute resolution (“ADR”) professionals assigned to the Complaint and CEDR on the date that CEDR sends out a confirmation email to you confirming that the complaint is in scope of the Bonsucro Grievance Mechanism and that there is funding to proceed.
3. The Complaint will be administered in accordance with the Grievance Mechanism Rules as published on CEDR and Bonsucro's website.
4. Bonsucro will pay the fees associated with each stage of the Complaint. In the event that Bonsucro does not have a budgetary provision for those fees, the Complaint will either be stayed until funding becomes available, or the Complainant may independently pay the fees.
5. The person submitting this Complaint has the authority to agree to these Terms and Conditions on behalf of the Complainant(s) and warrants having authority to bind that Party and all other persons participating on that Party's behalf to observe these Terms and Conditions.
6. Every person involved in the Complaint:
 - (a) will keep confidential all information arising out of or in connection with the Complaint process, save for those published on Bonsucro's website. Confidential information includes but is not limited to communications relating to the set-up and scheduling of the Mediation/Adjudication, the discussions had leading up to and at the Mediation/Adjudication, and terms of any settlement, unless otherwise agreed by the Parties in writing but not including the fact that the Mediation/Adjudication 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;
 - (b) acknowledges that all such information passing between the Parties, the ADR professional 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;
 - (c) will not make any attempt to, or make any audio or video recording of any part of the Grievance Mechanism Process; and
7. Nothing in these Terms and Conditions shall have the effect of excluding or limiting any liability which cannot be excluded or limited in law.
8. The Complainant agrees that CEDR:

- (a) assume no responsibility for the conduct of the mediation by the Mediator(s) nor the outcome of the Mediation or any Adjudication, including any professional judgments contained therein, and CEDR shall not be liable for loss or damage that may arise from the conduct or outcome of the Mediation or Adjudication;
 - (b) is not liable for any claim in relation to the suitability of the appointment of any Mediator(s)/ Adjudicator(s)); and
 - (c) excludes, to the maximum extent permitted by law, all representations, warranties, conditions and other terms (including the conditions implied by law and the use of reasonable care and skill which, but for this clause, might have effect in relation to these Terms and Conditions).
- 9. Subject to these Terms and Conditions, in no circumstances shall CEDR be liable to any other party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising or whatever the cause thereof, for
 - (a) any loss of profit;
 - (b) loss of business;
 - (c) loss of reputation;
 - (d) loss of contracts;
 - (e) loss of revenues or anticipated savings; or
 - (f) any special, indirect or consequential damage of any nature
- 10. The Parties understand that the Mediator/Adjudicator and CEDR do not give legal advice and agree that they will not make any claim against the Adjudicator/Mediator or CEDR in connection with the Bonsucro Grievance Mechanism Process. The Parties will not make an application to call the ADR professionals or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the Complaint, in any litigation, arbitration or other formal process arising out of or in connection with their Complaint; nor will the ADR professionals nor any CEDR 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 ADR professional 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 ADR professional's standard hourly rate for the Mediator's time spent in resisting and/or responding to such an application.
- 11. Subject to these Terms and Conditions, CEDR's total liability to the other parties in respect of all losses, costs, claims or expenses arising under or in connection with these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the total fee paid to CEDR in relation to the Complaint under or pursuant to these Terms and Conditions.
- 12. These Terms and Conditions are 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 these Terms and Conditions and the Bonsucro Grievance Mechanism Process.
- 13. The referral of the dispute to CEDR does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if their dispute does not settle through the Mediation, the Parties' right to a fair trial remains unaffected.