

DATED: 01 March 2023

CEDR SERVICES LIMITED

and

CLICK HERE TO ENTER TEXT.

AGREEMENT FOR PROVISION OF DISPUTE RESOLUTION SERVICES

CONTENTS

1.	Interpretation	1
2.	Commencement and duration	3
3.	CEDR's responsibilities	3
4.	The Company's responsibilities	3
5.	Changes to services.....	4
6.	Charges and payment	4
7.	Intellectual property rights.....	4
8.	Adjudicators.....	5
9.	Limitation of liability.....	5
10.	Confidentiality.....	6
11.	Termination	6
12.	Force majeure	8
13.	Announcements.....	8
14.	Variation	8
15.	Waiver.....	8
16.	Severance.....	9
17.	Entire agreement.....	9
18.	Assignment.....	9
19.	No partnership or agency.....	9
20.	Rights of third parties.....	9
21.	Notices	9
22.	Dispute resolution	10
23.	Governing law and jurisdiction	10
	SIGNATORIES.....	10
	Schedule 1 - Services.....	12
	Schedule 2 - Service Level Standards.....	14
	Schedule 3 - Support Actions	15
	Schedule 4 - Fees.....	17
	Schedule 5 - Notices	18
	Schedule 6 - Marks	19

PARTIES

- (1) **CEDR SERVICES LIMITED**, a company incorporated and registered in England and Wales with company number 03271988 and trading as CEDR, whose registered office is at 100 St. Paul's Churchyard, London EC4M 8BU ("**CEDR**").
- (2) **CLICK HERE TO ENTER TEXT.** a company incorporated in England and Wales, with company number **click here to enter text.** whose registered office is **click here to enter text.** ("**The company.**")

BACKGROUND

- (A) CEDR arranges alternative dispute resolution services internationally and wishes to provide independent dispute resolution services for the Company and its customers.
- (B) The parties wish to enter into this Agreement to set out the terms on which CEDR will provide, and be remunerated for providing, alternative dispute resolution services for the Company and its customers.

AGREED TERMS

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Adjudicators: trained dispute resolution professionals who are appointed to the CISAS Panel by CEDR and may be selected by CEDR to hear a dispute under the Scheme Rules.

Case: each dispute between the Company and a customer of the Company that is referred to CEDR to be dealt with under this Agreement.

CISAS: the Communications and Internet Services Adjudication Scheme, operated by CEDR and provided to the Company for the purpose of enabling them to satisfy their obligations as a communications provider under General Condition 14 of their licence from Ofcom.

Commencement Date: the date on which the Parties agree for the Services to be provided from by CEDR.

Data Protection Legislation: means (i) either the Act or the GDPR, whichever is in force in the UK at the relevant time; (ii) either the Privacy and Electronic Communications (EC Directive) Regulations 2003 or the EU ePrivacy Regulation whichever is in force in the UK at the relevant time; and (iii) all other applicable laws and regulations relating to the processing of personal data and privacy, including (but not limited to the) the Data Protection Act 2018, statutory instruments and, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority with jurisdiction in the United Kingdom, all as amended, extended, re-enacted or replaced from time to time;

Deliverables: all Documents, products and materials developed by CEDR or its agents, subcontractors, consultants and employees in relation to the Services in any form, including any decision or report produced by an Adjudicator, the Scheme Rules, Scheme application form, Scheme checklist and Scheme guidance notes (including drafts).

Document: includes, in addition to any document in writing, any drawing, plan, diagram, design, picture or other image, memory storage medium or other device or record embodying information in any form.

Duration: the length of time for which the Parties agree for the Services to be provided by CEDR.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Marks: any and all trademarks, trade names, service marks, trade dress, logos, URLs or identifying slogans of a party to this agreement, whether or not registered.

CISAS Panel: the panel of Adjudicators assembled by CEDR specifically for the purpose of hearing disputes referred to the Scheme, in line with the Scheme Rules.

Scheme Rules: the rules under which the CISAS Scheme is to be operated.

Service Level Standards: the performance standards set out in Schedule 2 in accordance with which CEDR is to provide the Services.

Services: the services to be provided by CEDR under this agreement, as set out in Schedule 1 and CEDR's obligations under this Agreement, together with any other services that CEDR agrees in writing to provide to the Company.

Support Actions: the support actions to be carried out by the Company under this agreement, as set out in Schedule 3.

VAT: value added tax chargeable under English law for the time being and any similar, additional tax.

Working Day: Monday to Friday inclusive but excluding bank holidays and public holidays.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this Agreement includes the schedules.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes, e-mails and electronic documentation transfer solutions.

1.8 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.

1.10 References to clauses and schedules are to the clauses and schedules of this Agreement.

2. **Commencement Date and Duration**

2.1 CEDR shall provide the Services to the Company and its customers on the terms and conditions of this Agreement and the Company shall carry out the Support Actions to facilitate the provision of the Services.

2.2 This Agreement shall commence and CEDR shall provide the Services from the date this Agreement is signed by both parties ("Commencement Date") and shall continue to provide the Services until the Agreement is terminated in accordance with clause 11.

3. **CEDR's responsibilities**

3.1 CEDR shall provide the Services in accordance with the Service Level Standards and shall deliver the Deliverables to the Company.

3.2 CEDR shall:

- (a) At all times provide the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
- (b) Allocate sufficient resources to the performance of the Services to enable it to comply with its obligations under this Agreement;
- (c) Provide the Services at all times in compliance with all relevant legislation and regulations;
- (d) Appoint to the CISAS Panel Adjudicators who CEDR reasonably believes to be suitably skilled, experienced, independent and qualified to hear Cases under the Scheme;
- (e) Notify the Company of all amendments to the Deliverables referred to in Schedule 1 as soon as reasonably practicable to do so and in any event within 28 calendar days;
- (f) Maintain accurate records of all information provided by the Company and the complainants relating to Cases;
- (g) Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and Data Protection legislation; and
- (h) Carry out the Services in an independent and impartial manner as between the parties to all disputes at all times.

4. **The Company's responsibilities**

The Company shall:

- (a) Co-operate with CEDR in all matters relating to the Services;
- (b) Carry out the Support Actions;
- (c) Provide CEDR with information about any changes to its standard practices which it believes may affect either the structure or the delivery of the Scheme;
- (d) Refrain from any act or activity that may constrain or seek or tend to constrain the independence and impartiality of CEDR or of the Adjudicators;
- (e) Provide such up to date, accurate and complete information as CEDR may reasonably request to enable CEDR to provide the Services; and

5. **In the performance of this contract, act at all times in compliance with all United Kingdom data protection legislation. Changes to the Services**

In the event of any change to the Company's standard practices which affect the structure or the delivery of the Services, the parties shall co-operate to prepare revised Scheme Rules and procedures and a revised specification for the Services, as required. If the revised Scheme Rules and procedures and specification for the Services result in additional costs to CEDR in relation to the provision of the Services, then the parties shall agree in writing one or more additional payments that shall be made to CEDR. If agreement on such additional payment(s) cannot be reached, CEDR shall not be obliged to provide the revised Services and shall be entitled to immediately terminate this Agreement.

6. **Charges and payment**

- 6.1 The Services shall be provided by CEDR in return for payment to CEDR of the fees set out in Schedule 4, in accordance with the timetable and other provisions set out in Schedule 4.
- 6.2 The fees detailed in Schedule 4 exclude VAT, which CEDR shall add to its invoices at the appropriate rate.

7. **Intellectual property rights**

- 7.1 Subject to clause 7.5, the Intellectual Property Rights in the Deliverables are and shall remain the exclusive property of CEDR.
- 7.2 Each party acknowledges and agrees that all Marks associated with the other party, whether or not registered, constitute the other party's exclusive property.
- 7.3 The parties agree that this Agreement does not transfer ownership of any Intellectual Property Rights created by either party prior to the date of this Agreement ("**Background IPR**"). Where the Background IPR of one party is required in order for the other party to provide or obtain the benefit of the Services under this Agreement, the first party hereby provides the other party with a royalty-free, non-exclusive licence to use such Background IPR solely for the purposes of this Agreement.
- 7.4 CEDR warrants that its provision of the Services (including the Deliverables) will not infringe any third party's Intellectual Property Rights or other proprietary rights.
- 7.5 Each party ("Proprietor") grants to the other party ("Licensee") a non-exclusive, non-transferable, non-assignable, royalty-free licence to use those Marks of the Proprietor as set out in Schedule 6. The Licensee shall use such Marks solely for the purposes of performing its obligations under this agreement or taking the benefit of this Agreement, including, in the case of CEDR, for the purposes of advertising and promoting the fact that the Company uses CEDR's services.

8. **Adjudicators**

8.1 In maintaining the CISAS Panel, CEDR shall be responsible for:

- (a) Ensuring that each Adjudicator appointed to the CISAS Panel has appropriate qualifications and experience;
- (b) Ensuring that each Adjudicator appointed to the CISAS Panel has been appropriately briefed on the Scheme and the Scheme Rules;
- (c) Appointing, in accordance with the Scheme Rules, an Adjudicator to hear the Case;
- (d) Using all reasonable endeavours to ensure that a decision in relation to the Case is made by the Adjudicator in accordance with the Scheme Rules;
- (e) Ensuring that the decision of the Adjudicator in relation to the Case is published and distributed in accordance with the Scheme Rules.

8.2 CEDR shall not be responsible, under this Agreement or otherwise, for any matter in relation to the Adjudicators or the CISAS Panel other than those set out in clause 8.1 above.

8.3 The parties agree that any decision made by an Adjudicator in relation to a Case is final, and that CEDR cannot overturn or amend a decision made by an Adjudicator.

9. **Limitation of liability**

9.1 Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) Fraud or fraudulent misrepresentation;
- (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to the provisions of clause 9.1, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of revenue;
- (e) loss of anticipated savings;
- (f) loss of or damage to goodwill;
- (g) loss of use or corruption of software, data or information;
- (h) any indirect or consequential loss.

9.3 CEDR shall not be liable to the Company in relation to any actions or omissions of the Adjudicators, or any other matter in relation to the Adjudicators other than CEDR's compliance with its own obligations as set out in clause 8.

9.4 Except in respect of death or personal injury caused by the negligence of CEDR (for which no limitation applies) the entire liability of CEDR under or in connection with this Agreement shall not exceed the amount of the fees paid to CEDR in connection with this Agreement in the year in which such liability arose.

9.5 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

9.6 The provisions of this clause shall survive termination of this Agreement, however arising.

10. **Confidentiality**

10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, members, suppliers or subscribers of the other party or of any member of the group of companies to which the other party belongs, or of any party to a dispute, except as permitted by clause 10.2.

10.2 Each party may disclose such confidential information:

(a) to its employees, officers, representatives, advisers, or sub-contractors and, in the case of CEDR, the Adjudicators, who need to know such information for the purposes of carrying out the party's obligations under this Agreement or for the purposes of providing the Services. Each party shall ensure that its employees, officers, representatives, advisers or sub-contractors to whom it discloses such confidential information comply with this clause 10; and

(b) as may be required by law, court order or any governmental or regulatory authority.

10.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under, or obtain the benefit of, this Agreement.

11. **Termination**

11.1 Subject to clause 2, and this clause 11, either party may terminate this Agreement on giving not less than 3 calendar months' written notice to the other party.

11.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:

(a) the other party is in material breach of this Agreement and, if the breach is remediable, does not remedy the breach within 28 calendar days after written notice to do so is given; or

(b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

(c) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

- (d) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
- (f) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
- (g) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
- (h) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 calendar days; or
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(c) to clause 11.2(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.3 In addition to 11 above, CEDR shall be entitled to terminate this Agreement by giving the Company 28 days written notice (without loss of any other right or remedy) if the Company:

- (a) Misuses or uses without authorisation CEDR's intellectual property rights in such a way as to intentionally mislead a customer of the Company, any other member of the public, and/or Ofcom; or
- (b) Performs its responsibilities under this Agreement in a manner which, in the reasonable opinion of CEDR, will compromise the independence and / or impartiality of CEDR or any Adjudicator which it appoints; or
- (c) Has failed, through its own fault, to comply with a Decision made by any Adjudicator appointed to hear disputes under this Agreement, and that failure is not remedied within 28 calendar days after written notice to do so is given to the Company's nominated senior executive in accordance with Clause Schedule 31(j); or
- (d) Has failed to pay a valid CEDR invoice and that failure is not remedied within 28 calendar days after written notice to do so is given.

11.4 CEDR shall not be required to provide any of the Services provided for in this Agreement during a notice period under clause 11.3.

11.5 In the event that notice is given pursuant to clause 11.3, the Company's rights under this contract shall be deemed to be suspended until the Company provides the required remedy or the notice period is concluded.

11.6 On termination of this Agreement for any reason, CEDR shall, if requested, as soon as is reasonably possible deliver to the Company all copies of information and data provided by the Company to CEDR for the purposes of this Agreement. CEDR shall, if requested, certify to the Company that it has not retained any copies of information or data, except for one copy which CEDR may use for audit purposes only and subject to the confidentiality obligations in clause 10.

12. **Force majeure**

Neither party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 2 months, the party not affected may terminate this Agreement by giving 14 calendar days' written notice to other party.

13. **Announcements**

13.1 The parties agree that CEDR will be permitted to make public announcements related to the Company's participation in the Scheme in order that CEDR can meet its obligation to inform consumers about their rights to access ADR.

13.2 The announcements will be limited to:

13.2.1 announcing that the Company has joined CISAS; and

13.2.2 providing information about the Scheme, including but not limited to how the Scheme works and how to apply to use the Scheme.

13.3 Subject to Clauses 13.1 and 13.2, neither party, unless required by law or regulation, shall issue or make any public announcement regarding this Agreement unless prior to such public announcement it furnishes the other party with a copy of such announcement or information and obtains the approval of such persons to its terms.

14. **Variation**

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

15. **Waiver**

15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

15.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that right or remedy.

15.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent

the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

15.4 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16. **Severance**

16.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

16.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

17. **Entire agreement**

17.1 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

17.2 Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty ("**Representation**") of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

17.3 Nothing in this clause shall limit or exclude any liability for fraud.

18. **Assignment**

Neither party shall, without the prior written consent of the other party, assign, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

19. **No partnership or agency**

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. **Rights of third parties**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

21. **Notices**

21.1 Any notice to be given by either party to the other under this Agreement may be personally delivered, or sent by recorded delivery, to the address of the other party as specified in clause 21.3 below, or as otherwise notified in writing.

21.2 Any personally delivered notice shall be deemed received on the day it was delivered or sent, if it was delivered or sent on a Working Day before 5.00pm, and otherwise on the next Working Day. Any notice sent by recorded delivery shall be deemed received on the second Working Day after it was sent.

21.3 The addresses for service of a notice or other communication are as detailed in Schedule 5.

22. **Dispute resolution**

22.1 If any dispute arises in connection with this Agreement, directors or other senior management representatives of the parties with authority to settle the dispute shall, within 14 calendar days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

22.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by the Chartered Institute of Arbitrators ("CI Arb"). To initiate the mediation, a party must give notice in writing (an "**ADR notice**") to the other party requesting a mediation. A copy of the request shall be sent to CI Arb. The mediation shall start not later than 28 calendar days after the date of the ADR notice.

22.3 No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation, and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

23. **Governing law and jurisdiction**

23.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNATORIES

Signature:

Signature:

Name:

Name:

Job title:

Job title:

Company: CEDR Services Limited

Company:

Date:

Date:

Schedule 1 - Services

CEDR shall provide the following Services to the Company:

1. Develop, publish and maintain with periodic updates where necessary:
 - (a) The Scheme Rules, which shall cover, amongst other things, the scope of the Scheme, the process to be followed by the Scheme including the applicable timescales, and the powers of the Adjudicators;
 - (b) Guidance for users of the Scheme; and
 - (c) An application form for users of the Scheme.
2. Develop and publish pages on the CEDR website that provide:
 - (a) Information about the details of the Scheme and contact details;
 - (b) Copies of information material relating to the Scheme in a downloadable format; and
 - (c) An integrated online web form that the parties can use to apply and run their Case through the Scheme.
3. Provide an advice service for enquirers and users of the Scheme.
4. Provide, maintain and report on the Service Level Standards set out in Schedule 2.
5. Maintain and publish a list of independent Adjudicators who make up the CISAS Panel.
6. Appoint an Adjudicator from the CISAS Panel to resolve each Case that is validly referred in accordance with the Scheme Rules and which reaches the adjudication stage of the case process, following receipt of the relevant case papers (including application form, defence (if any) and comments on defence (if any)).
7. Administer the Services to ensure the efficient operation of the Scheme.
8. Distribute to the parties the Adjudicator's decision ("the Decision") in accordance with the Scheme Rules.
9. Provide, maintain and publish a three-stage internal complaints procedure to deal with complaints made regarding the operation of the Scheme, in accordance with any requirements set by Ofcom and any other relevant Competent Authority designated under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.
10. Gather statistical and other information in order for preparation and publication of periodic performance reports in accordance with the Scheme Rules, any requirements of Ofcom, and the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.
11. Liaise with Ofcom and any other relevant Competent Authority designated under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and

Information) Regulations 2015.

12. Provide such other services as the Company may reasonably request from time to time, provided that such services, and the payment for such services, have been agreed in writing by CEDR.

Schedule 2 - Service Level Standards

Customer Service Standards

CEDR will provide the Services subject to the Customer Service Standards set out below:

1. More than 80% of calls to be answered in less than two minutes.
2. More than 90% of calls to be answered in less than five minutes.
3. 100% of written correspondence to be replied to within ten calendar days.
4. More than 90% of case decisions to be issued within six weeks of the case being accepted.
5. Less than 1% of case decisions to be issued later than eight weeks after the case has been accepted.
6. Any variations or additions to these Standards that Ofcom require.

Management Reports

CEDR will publish annual and biennial reports in respect of the Scheme in accordance with the specifications set by Ofcom as the Competent Authority designated under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.

Schedule 3 - Support Actions

To enable CEDR to provide the Services and to enable Adjudicators to perform their role, the Company will at all times:

1. Signpost eligible customers to CISAS for dispute resolution in accordance with its obligations under Ofcom's General Conditions of Entitlement, where a customer has lodged a complaint that is ongoing and where one of the following circumstances applies:
 - (a) the Company has completed its review of the customer's complaint and has provided the customer with its final position in relation to the complaint, which does not provide the redress sought by the customer; or
 - (b) the Company has not completed its review of the customer's complaint within a period of eight weeks from the date on which the customer lodged their complaint; or
 - (c) the Company agrees that the dispute should be dealt with under the Scheme.

Signposting the customer will be in the form of a letter or email that gives the customer details of CISAS and a link to the appropriate page of the CEDR website from which they can obtain information on how to apply to the Scheme. An example signposting (or 'deadlock') letter has been provided at Appendix 1.

2. Adequately publicise to its customer service teams and other relevant staff and to its customers the availability of the Scheme, including the provision of details about the Scheme on customer bills and within any relevant code or codes of practice that it develops and publishes in accordance with its obligations under Ofcom's General Conditions of Entitlement.
3. Provide CEDR with copies of all relevant codes of practice and with any subsequent updates issued during the period of this Agreement.
4. Cooperate with CEDR in the conduct of any Case referred for dispute resolution.
5. Comply with the requests, orders and published Decisions of any Adjudicator appointed to hear a Case, in accordance with the Scheme Rules.
6. Refrain from any act or activity that may constrain, or seek or tend to constrain, the independence and impartiality of CEDR or of the Adjudicators that CEDR appoints.
7. Pay to CEDR all fees for the establishment, maintenance and delivery of the Scheme as set out in Schedule 4 of this Agreement.
8. Pay to CEDR all Case Fees and Early Settlement Fees for the conduct of any Case dealt with by the Scheme, as set out in Schedule 4 of this Agreement.
9. Keep CEDR informed of all matters or regulatory requirements relevant to the operation of the Scheme and / or to the continuing performance of the Services by CEDR.

10. Nominate to CEDR suitable executives within the Company to hold authority for ensuring the Company's compliance with directions and Decisions issued by any Adjudicator appointed by CISAS to hear a Case.
11. Carry out such other support actions as may be necessary to enable CEDR to provide the Services.

Schedule 4– Fees

1. **Subscription Fees**

- 1.1 The Subscription Fee for the first year of this agreement will be £165.
- 1.2 The first-year fee due will be applied on a pro-rata basis for the remainder of the year ending 31st March.
- 1.3 In subsequent years the annual Subscription Fee will be charged in April of each year.

2. **Case Fees**

- 2.1 The Company will pay the following to CEDR in relation to each Case:
 - 1. No fee will apply to any applications that are deemed to be invalid and withdrawn.
 - 2. An Early Settlement Fee of £110 is payable if a settlement is agreed directly between the Company and the customer after the Case has been referred to, and accepted by CISAS, and the Company has been so notified but before the appointment of an Adjudicator. The Early Settlement Fee will be deemed as incurred when CEDR closes the Case as settled.
 - 3. The Case Fee of £355 is payable for any Case in which an Adjudicator is appointed to determine the dispute in accordance with the Scheme Rules. The Case Fee will be deemed as incurred when the Adjudicator's Decision is published to the parties in accordance with the Scheme Rules.

3. **Fee reviews**

- 3.1 All fees will be reviewed and may be increased by CEDR annually with any new fees applied on 1st April of each year relevant year.
- 3.2 Notice of fee reviews and increases will be notified to the Company no less than 30 days prior to adoption.

4. **Payment terms**

- 4.1 The Company will pay all fees within 30 calendar days of receipt of a valid invoice.
- 4.2 All fees will be subject to VAT at the prevailing rate.
- 4.3 Subscription Fees, Case Fees and Early Settlement Fees are non-refundable.

Schedule 5 - Notices

1. The addresses for service of a notice or other communication will be as follows:

(a) CEDR:

For the attention of: Director of Dispute Resolution Services

Address: CEDR Services Limited
100 St. Paul's Churchyard, London,
EC4M 8BU, United Kingdom

Email: info@cedr.com

(b) The Company:

For the attention of: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Schedule 6- Marks

Marks Permitted

1. The marks permitted for use by the parties under this Agreement will be as follows:

a. The Company:

Territory: United Kingdom

Any mark visible on the Company's website that is used to identify the Company to customers.

b. CEDR:

Territory: United Kingdom

Registration no. 2139643

Classes: 16, 41, 42



ADR provided by



c. Any other such trade mark notified in writing by either party to the other.

Appendix 1: Example deadlock letter

Deadlock letter example

Dear

Complaint ref: XXXXX

[Add context at the beginning of the letter to explain that the customer has exhausted the company's complaints procedure and you will not be taking any further action]

As you have now exhausted the complaints procedure, we have reached deadlock. This means you now have the option to seek alternative dispute resolution via CISAS, the Communications & Internet Services Adjudication Scheme, at any time in the next 12 months. CISAS is a service operated by the Centre for Effective Dispute Resolution that is approved by Ofcom to provide free and independent adjudication for consumers who have unresolved complaints against communications providers.

If your complaint meets the CISAS eligibility criteria they will conduct an adjudication which results in a final written decision. Possible outcomes can include:

- *an explanation of what went wrong;*
- *an apology;*
- *an instruction for the company to take some action to resolve the dispute; or*
- *CISAS may decide that no further action is necessary.*

If you accept the findings of the CISAS adjudicator, the outcome will be binding on us and we will be required to carry out the adjudicator's directions.

This service is provided free of charge to you by law. The Communications Act 2003 requires that communications providers must cover the cost of CISAS as a condition of their Ofcom-granted license to provide communication services in the UK.

Here are the details of how to contact CISAS:

Email: cisas@cedr.com

Phone: +44 (0)20 7520 3814

Post: CISAS, Centre for Effective Dispute Resolution, 100 St. Paul's Churchyard, London, EC4M 8BU

Website: <https://www.cedr.com/consumer/cisas>

Google: CISAS