

Independent Conciliation Service Rules

Small Claims Track

(February 2024 Edition)

What is conciliation?

Conciliation is a flexible process conducted confidentially in which a neutral person actively assists the 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. The process is facilitated by a CEDR-accredited mediator acting as a neutral third party (the “Conciliator”).

The principal features of conciliation

- The process is confidential and without prejudice (see paragraph 3).
- It is a flexible process that can be adapted to suit the parties’ needs.
- The parties are in control of the outcome.
- Flexible resolutions that are not possible in court cases are available.

Introduction

1. The Independent Conciliation Service (the “Service”) is a method of resolving complaints or disputes that have become deadlocked between a business or other organisation (the “Business”) and its customers (the “Customer”), together known as the “Parties”.
2. Conciliation is a flexible process conducted confidentially in which the Conciliator actively assists the 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. The Conciliator will work with the Parties to explore the issue in dispute and help them find a mutually acceptable resolution (a “Settlement”).
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 Service is provided by the Centre for Effective Dispute Resolution (CEDR) for small claims cases up to £10,000 plus VAT.
7. The Service will generally take up to 40 working days to complete from CEDR’s appointment of a Conciliator.
8. An application to use the Service must be made by the Customer on the designated application form, which is available on the CEDR website.
9. CEDR has exclusive rights to appoint or withdraw a Conciliator under this Service. The Parties will not have the right to choose a specific Conciliator.

The Process

10. CEDR will acknowledge an application to the Service within 5 working days of receipt and the process will be deemed to have started from the date of that acknowledgment.



11. At the same time, the application form will be forwarded to the relevant Business along with a response form, which the Business is required to complete and return to CEDR within 10 working days.
12. Upon receipt of the response form from the Business, a copy will be sent to the Applicant and CEDR will appoint the Conciliator within 5 working days. The Parties will be notified of this.
13. 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 30 working days of their appointment.
14. The Conciliator will communicate with the Parties by email, telephone and video calls as required, either together or individually, to request further information and/or to explore possible solutions.
15. If the Parties do not reach a Settlement between themselves after discussions with the Conciliator, then the Conciliator may propose written recommendations for settlement to the Parties.
16. If a Settlement is agreed by the Parties, then the Conciliator will record that Settlement in writing (the "Outcome Statement") and send it to the Parties (via CEDR), for the Parties' signature via an online signature service. The Parties must sign the Outcome Statement within 10 working days of the date on which the Outcome Statement is provided. Any amendment made by either of the Parties to the Outcome Statement at this stage, other than to rectify one or more minor errors, will be interpreted as a failure to agree to the Settlement.
17. If the Outcome Statement is signed by both Parties within 10 working days of the date on which the Outcome Statement is provided to them, CEDR will advise both Parties accordingly and provide each with a copy of the countersigned Outcome Statement. At this point, the Settlement (as set out in the Outcome Statement) becomes a binding contract. The Parties must then take steps to comply with the Settlement in accordance with the terms of the Outcome Statement. At the same time, CEDR will confirm in writing to the Parties that the conciliation process has ended.
18. No terms of settlement reached will be legally binding unless or until set out in writing in the Outcome Statement and signed by or on behalf of both Parties.
19. If either of the Parties choose not to sign the Outcome Statement within 10 working days, it will have no binding effect and CEDR will confirm that the conciliation has ended without resolution.
20. The date on which the conciliation will be deemed to be concluded is the date of the letter from CEDR that confirms the process has ended.
21. Copies of any agreed Outcome Statement may be provided to the contracting trade body, if applicable, on a confidential basis for training and quality purposes.

Confidentiality

22. Every person involved in the conciliation:
 - o 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 the terms of the Settlement or to notify their insurers, insurance brokers and/or accountants; and



- acknowledges that all such information passing between the Parties, the Conciliator and/or CEDR, however communicated, is agreed to be without prejudice to any of the Parties' 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.
23. Where one of the Parties privately discloses to the Conciliator or CEDR any information in confidence before, during or after the conciliation, neither the Conciliator nor CEDR will not disclose that information to any other person without the consent of the person disclosing it, unless required by law to make disclosure. Each of the Parties 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.
24. 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 the conciliation and/or the Service.
25. 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 employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If one or more of the Parties does make such an application (as listed above), they 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 such application.

Legal status and effect of the conciliation

26. 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 the conciliation and/or the Service.

Costs

27. The Service costs will be shared equally between the parties and paid in advance of the conciliation process.
28. CEDR will charge each party a fix fee, being £200 plus VAT (£400 plus VAT being the total case fee).
29. The costs incurred by the Parties in preparation of the conciliation, including documentation and all other expenses, are not recoverable under the Service.

Updates

30. These Rules may be amended by CEDR from time to time, and the applicable Rules will be those in force on the date that the Customer submits an application to use the Service.



CEDR Conciliation for Customers

Process Diagram

