

## SCHEDULE 3

Regulation 9(4)

Requirements that a competent authority must be satisfied that the [F<sup>1</sup>person] meets

- F1** Word in Regulations substituted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\), reg. 2\(2\)](#)

**Alternative dispute resolution services offered by the [F<sup>1</sup>person]**

1. The [F<sup>1</sup>person] —
- (a) offers alternative dispute resolution services in relation to a domestic dispute or<sup>F2</sup>... brought by a consumer against a trader;
  - (b) is not formed for the purpose of dealing only with one particular domestic dispute<sup>F3</sup>...;
  - (c) does not offer alternative dispute resolution services in relation to a domestic<sup>F4</sup>... dispute in circumstances where an ADR official responsible for the dispute is either employed or remunerated directly by a trader who is a party to the dispute.

- F2** Words in [Sch. 3 para. 1\(a\)](#) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), [9\(16\)\(a\)\(i\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F3** Words in [Sch. 3 para. 1\(b\)](#) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), [9\(16\)\(a\)\(ii\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F4** Words in [Sch. 3 para. 1\(c\)](#) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), [9\(16\)\(a\)\(iii\)](#); 2020 c. 1, Sch. 5 para. 1(1)

**Access to the ADR entity**

2. The [F<sup>1</sup>person] —
- (a) maintains an up-to-date website which provides the parties to a domestic dispute<sup>F5</sup>... with information regarding the alternative dispute resolution procedure operated by the [F<sup>1</sup>person];
  - (b) provides the information referred to in sub-paragraph (a) to a party on a durable medium, if a party requests it;
  - (c) ensures that its website enables a consumer to file an initial complaint submission and any necessary supporting documents online;
  - (d) permits the consumer to file an initial complaint submission by post, if the consumer wishes;
  - (e) enables the exchange of information between the parties via electronic means or, if a party wishes, by post;

<sup>F6</sup>(f) .....

<sup>F6</sup>(g) .....

- F5** Words in [Sch. 3 para. 2\(a\)](#) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), [9\(16\)\(b\)\(i\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F6** [Sch. 3 para. 2\(f\)\(g\)](#) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), [9\(16\)\(b\)\(ii\)](#); 2020 c. 1, [Sch. 5 para. 1\(1\)](#)

**Changes to legislation:** There are currently no known outstanding effects for the *The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, SCHEDULE 3. (See end of Document for details)*

### **Expertise, Independence and Impartiality**

#### **3. The [F<sup>1</sup>person] —**

- (a) ensures that an ADR official possesses a general understanding of the law and the necessary knowledge and skills relating to the out-of-court or judicial resolution of consumer disputes, to be able to carry out his or her functions competently;
- (b) appoints each ADR official for a term of office of sufficient duration to ensure the independence of that person's actions and provides that no ADR official can be relieved of his or her duties without just cause;
- (c) ensures that no ADR official discharges his or her duties in a way that is biased as regards a party to a dispute, or the representative of a party;
- (d) remunerates an ADR official in a way that is not linked to the outcome of the alternative dispute resolution procedure;
- (e) where it appoints more than one ADR official, ensures that an ADR official, without undue delay, discloses to the [F<sup>1</sup>person] a circumstance that may, or may be seen to—
  - (i) affect the ADR official's independence or impartiality; or
  - (ii) give rise to a conflict of interest with a party to the dispute which the ADR official is asked to resolve;
- (f) ensures that the obligation to disclose a conflict of interest is a continuing obligation throughout the alternative dispute resolution procedure;
- (g) ensures that in circumstances where its ADR officials are employed or remunerated exclusively by a professional organisation or business association, the [F<sup>1</sup>person] has a ring-fenced budget at its disposal which is sufficient to enable it to carry out its functions as an ADR entity;
- (h) ensures that where the operating model of its alternative dispute resolution procedure is to have a collegial body of representatives of both professional organisations or business associations, and consumer organisations, its ADR officials comprise an equal number of representatives of consumer interests and trader interests.

### **Conflict of interests procedure**

#### **4. The [F<sup>1</sup>person] has in place the following procedure in the event that an ADR official declares or is discovered to have a conflict of interest in relation to a domestic dispute<sup>F7</sup>...**

- (a) where possible, the ADR official is replaced by another ADR official to handle the particular dispute;
- (b) if the ADR official cannot be replaced by another ADR official—
  - (i) the ADR official must refrain from conducting the alternative dispute resolution procedure, and
  - (ii) the [F<sup>1</sup>person] must, where possible, propose to the parties that they submit the dispute to another ADR entity which is competent to deal with it;
- (c) if the dispute cannot be transferred to another ADR entity, the [F<sup>1</sup>person] —
  - (i) must inform the parties to the dispute of the circumstances of the conflict of interest,
  - (ii) must inform the parties to the dispute that they have the right to object to the conflicted person continuing to handle the dispute, and
  - (iii) can only continue to deal with the dispute if no party to the dispute objects.

**Changes to legislation:** There are currently no known outstanding effects for the *The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, SCHEDULE 3. (See end of Document for details)*

**F7** Words in *Sch. 3 para. 4* omitted (31.12.2020) by virtue of *The Consumer Protection (Amendment etc.) (EU Exit) Regulations 2018 (S.I. 2018/1326)*, regs. 1(3), **9(16)(c)**; 2020 c. 1, *Sch. 5 para. 1(1)*

## Transparency

5. The [F<sup>1</sup>person] makes the following information publicly available on its website in a clear and easily understandable manner, and provides, on request, this information to any person on a durable medium—

- (a) its contact details, including postal address and e-mail address;
- (b) a statement that it has been approved as an ADR entity by the relevant competent authority once this approval has been granted;
- (c) its ADR officials, the method of their appointment and the duration of their appointment;
- <sup>F8</sup>(d) .....
- (e) the type of domestic disputes <sup>F9</sup>... which it is competent to deal with, including any financial thresholds which apply;
- (f) the procedural rules of the alternative dispute resolution procedure operated by it and the grounds on which it can refuse to deal with a given dispute in accordance with paragraph 13;
- (g) the language in which it is prepared to receive an initial complaint submission;
- (h) the language in which its alternative dispute resolution procedure can be conducted;
- (i) the principles the [F<sup>1</sup>person] applies, and the main considerations the [F<sup>1</sup>person] takes into account, when seeking to resolve a dispute;
- (j) the preliminary requirements, if any, that a party to a dispute needs to have met before the alternative dispute resolution procedure can commence;
- (k) a statement as to whether or not a party to the dispute can withdraw from the alternative dispute resolution procedure once it has commenced;
- (l) the costs, if any, to be borne by a party, including the rules, if any, on costs awarded by the [F<sup>1</sup>person] at the end of the alternative dispute resolution procedure;
- (m) the average length of each alternative dispute resolution procedure handled by the [F<sup>1</sup>person] ;
- (n) the legal effect of the outcome of the dispute resolution process, including whether the outcome is enforceable and the penalties for non-compliance with the outcome, if any;
- (o) a statement as to whether or not alternative dispute resolution procedures operated by it can be conducted by oral or written means (or both);
- (p) the annual activity report required to be prepared under regulation 11(2).

**F8** *Sch. 3 para. 5(d)* omitted (31.12.2020) by virtue of *The Consumer Protection (Amendment etc.) (EU Exit) Regulations 2018 (S.I. 2018/1326)*, regs. 1(3), **9(16)(d)(i)**; 2020 c. 1, *Sch. 5 para. 1(1)*

**F9** Words in *Sch. 3 para. 5(e)* omitted (31.12.2020) by virtue of *The Consumer Protection (Amendment etc.) (EU Exit) Regulations 2018 (S.I. 2018/1326)*, regs. 1(3), **9(16)(d)(ii)**; 2020 c. 1, *Sch. 5 para. 1(1)*

## Effectiveness

6. The [F<sup>1</sup>person] —

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- (a) ensures that its alternative dispute resolution procedure is available and easily accessible to both parties irrespective of where they are located including by electronic means and non-electronic means;
- (b) ensures that—
  - (i) the parties to a dispute are not obliged to obtain independent advice or be represented or assisted by a third party although they may choose to do so;
  - (ii) the alternative dispute resolution is available free of charge or at a nominal fee for consumers;
- <sup>F10</sup>(c) notifies the parties to a dispute as soon as it has received the complete complaint file, unless the person has already notified the parties that it refuses to deal with the dispute in accordance with paragraph 15;
- (d) notifies the parties of the outcome of the alternative dispute resolution procedure within a period of 90 days from the date on which the [<sup>F1</sup>person][<sup>F11</sup> issues the notice under subparagraph (c)] except that, in the case of a highly complex dispute, the [<sup>F1</sup>person] may extend this period but must inform the parties of this extension and the expected length of time that it will need to conclude the alternative dispute resolution procedure.

**F10** Sch. 3 para. 6(c) substituted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\)](#), regs. 1(2), **2(15)(a)**

**F11** Words in Sch. 3 para. 6(d) substituted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\)](#), regs. 1(2), **2(15)(b)**

## Fairness

### 7. The [<sup>F1</sup>person] —

- (a) ensures that during the alternative dispute resolution procedure the parties may, within a reasonable period of time, express their points of view;
- (b) provides a party to a dispute within a reasonable period of time, upon request, with the arguments, evidence, documents and facts put forward by the other party to the dispute, including a statement made, or opinion given, by an expert;
- (c) ensures that the parties may, within a reasonable period of time, comment on the information and documents provided under paragraph (b);
- (d) informs the parties that they are not obliged to retain a legal advisor, but that they may seek independent advice or be represented or assisted by a third party at any stage of the alternative dispute resolution procedure;
- (e) notifies the parties of the outcome of the alternative dispute resolution procedure on a durable medium and gives the parties a statement of the grounds on which the outcome is based.

**8.** Subject to paragraphs 9 and 10, in relation to an alternative dispute resolution procedure which aims at resolving a dispute by proposing a solution, the [<sup>F1</sup>person] ensures that the parties—

- (a) have the possibility of withdrawing from the alternative dispute resolution procedure at any stage if they are dissatisfied with the performance or operation of the alternative dispute resolution procedure;
- (b) before the alternative dispute resolution procedure commences, are informed of their right to withdraw from the alternative dispute resolution procedure at any stage;
- (c) are informed, before agreeing to or following the proposed solution—

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- (i) that they have a choice as to whether or not to agree to, or follow, the proposed solution;
  - (ii) that their participation in the alternative dispute resolution procedure does not preclude the possibility of them seeking redress through court proceedings;
  - (iii) that the proposed solution may be different from an outcome determined by a court applying legal rules; and
  - (iv) of the legal effect of agreeing to, or following the proposed solution;
- (d) before expressing their consent to a proposed solution or amicable agreement, are allowed a reasonable period of time to reflect.
9. Paragraphs 8(a) and 8(b) do not apply to the [F1 person] in respect of a party who is—
- (a) a trader; and
  - [F12(b)] obliged under an enactment, rules of a trade association, or term of a contract, to participate in an alternative dispute resolution procedure.]

**F12** Sch. 3 para. 9(b) substituted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\)](#), regs. 1(2), **2(15)(c)**

10. Paragraph 8 does not apply to the [F1 person] in respect of a party who is—
- (a) a trader; and
  - [F13(b)] obliged under an enactment, rules of a trade association, or term of a contract, to accept the solution proposed by the person if the consumer accepts the solution.]

**F13** Sch. 3 para. 10(b) substituted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\)](#), regs. 1(2), **2(15)(d)**

## Legality

11. In relation to an alternative dispute resolution procedure which aims at resolving a dispute by imposing a solution on the consumer, the [F1 person] ensures that—

- (a) <sup>F14</sup>...the solution imposed by the [F1 person] does not result in the consumer being deprived of the protection afforded to the consumer by the provisions that cannot be derogated from by agreement by virtue of any enactment;

<sup>F15</sup>(b) .....

**F14** Words in Sch. 3 para. 11(a) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(e)(i)**; 2020 c. 1, Sch. 5 para. 1(1)

**F15** Sch. 3 para. 11(b) omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(e)(ii)**; 2020 c. 1, Sch. 5 para. 1(1)

<sup>F16</sup>**12.** .....

**F16** Sch. 3 para. 12 omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(f)**; 2020 c. 1, Sch. 5 para. 1(1)

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### Grounds to refuse to deal with a dispute

**13.** The [F<sup>1</sup>person] may only refuse to deal with a domestic dispute <sup>F17</sup>... which it is competent to deal with on one of the following grounds—

- (a) prior to submitting the complaint to the [F<sup>1</sup>person], the consumer has not attempted to contact the trader concerned in order to discuss the consumer's complaint and sought, as a first step, to resolve the matter directly with the trader;
- (b) the dispute is frivolous or vexatious;
- (c) the dispute is being, or has been previously, considered by another ADR entity or by a court;
- (d) the value of the claim falls below or above the monetary thresholds set by the [F<sup>1</sup>person];
- [F<sup>18</sup>(e) the consumer has not submitted the complaint to the person within the time period specified by the person, which shall not be less than the prescribed period.]
- (f) dealing with such a type of dispute would seriously impair the effective operation of the [F<sup>1</sup>person].

**F17** Words in Sch. 3 para. 13 omitted (31.12.2020) by virtue of The Consumer Protection (Amendment etc.) (EU Exit) Regulations 2018 (S.I. 2018/1326), regs. 1(3), **9(16)(g)**; 2020 c. 1, Sch. 5 para. 1(1)

**F18** Sch. 3 para. 13(e) substituted (9.7.2015) by The Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015 (S.I. 2015/1392), regs. 1(2), **2(15)(e)**

[F<sup>19</sup>**13A.**—(1) Subject to sub-paragraph (2), the “prescribed period” is 12 months from the date on which the trader informs the consumer that the trader is unable to resolve the consumer’s complaint (the “notice date”).

(2) Where the notice date occurred prior to the date on which the relevant competent authority approved the person as an ADR entity, under regulation 9(4), the “prescribed period” is the time period for submission of complaints as set out in the rules operated by that person on the notice date.]

**F19** Sch. 3 para. 13A inserted (9.7.2015) by The Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015 (S.I. 2015/1392), regs. 1(2), **2(15)(f)**

**F17** Words in Sch. 3 para. 13 omitted (31.12.2020) by virtue of The Consumer Protection (Amendment etc.) (EU Exit) Regulations 2018 (S.I. 2018/1326), regs. 1(3), **9(16)(g)**; 2020 c. 1, Sch. 5 para. 1(1)

**F18** Sch. 3 para. 13(e) substituted (9.7.2015) by The Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015 (S.I. 2015/1392), regs. 1(2), **2(15)(e)**

**F19** Sch. 3 para. 13A inserted (9.7.2015) by The Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015 (S.I. 2015/1392), regs. 1(2), **2(15)(f)**

**14.** The [F<sup>1</sup>person] ensures that its policy regarding when it will refuse to deal with a dispute, including in relation to the level of any monetary threshold it sets, does not significantly impair consumers' access to its alternative dispute resolution procedures.

[F<sup>20</sup>**14A.** The decision in paragraph 13 can be made at any time prior to the expiry of three weeks of the date upon which the person received the final submissions of the parties, but it cannot be made after the person has notified the parties under paragraph 6(c) that it has received the complete complaint file.]

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**F20** Sch. 3 para. 14A inserted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\)](#), regs. 1(2), **2(15)(g)**

[<sup>F21</sup>**15.** Where a person decides to refuse to deal with a dispute, the person must as soon as reasonably practicable, provide the parties with a reasoned explanation of the grounds for not considering the dispute.]

**F21** Sch. 3 para. 15 substituted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\)](#), regs. 1(2), **2(15)(h)**

[<sup>F22</sup>**16.** Where, following the expiry of the period referred to in paragraph 14A, it appears to the person that one of the parties has sought to mislead the person as regards the existence or non-existence of one of the grounds for it to refuse to deal with a dispute, the person may immediately refuse to deal further with the dispute.]

**F22** Sch. 3 para. 16 substituted (9.7.2015) by [The Alternative Dispute Resolution for Consumer Disputes \(Amendment\) Regulations 2015 \(S.I. 2015/1392\)](#), regs. 1(2), **2(15)(i)**

## Compliance with the Online Dispute Resolution Regulation

<sup>F23</sup>**17.** .....

**F23** Sch. 3 para. 17 omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(h)**; 2020 c. 1, **Sch. 5 para. 1(1)**

<sup>F24</sup>**18.** .....

**F24** Sch. 3 para. 18 omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(h)**; 2020 c. 1, **Sch. 5 para. 1(1)**

<sup>F25</sup>**19.** .....

**F25** Sch. 3 para. 19 omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(h)**; 2020 c. 1, **Sch. 5 para. 1(1)**

**F23** Sch. 3 para. 17 omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(h)**; 2020 c. 1, **Sch. 5 para. 1(1)**

**F24** Sch. 3 para. 18 omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(h)**; 2020 c. 1, **Sch. 5 para. 1(1)**

**F25** Sch. 3 para. 19 omitted (31.12.2020) by virtue of [The Consumer Protection \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1326\)](#), regs. 1(3), **9(16)(h)**; 2020 c. 1, **Sch. 5 para. 1(1)**

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