



CCODR

CONSUMER CODE FOR
ONLINE DISPUTE RESOLUTION

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CCODR



Introduction

The Consumer CODE for Online Dispute Resolution applies to all member practitioners of dispute resolution processes and seeks to ensure that all parties to a dispute resolution process:

1

Are treated fairly
at all times

2

Understand what service
levels to expect

3

Are given reliable
information about
their dispute
resolution process

4

Understand how to
access the dispute
resolution scheme

5

Understand how to
contact CCODR for advice,
should they need it



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Glossary of Terms

Adjudication	The process by which an Adjudicator reviews evidence and statements set forth by opposing parties in a CCODR Dispute Resolution Scheme (DRS) process.
Adjudicator	The Adjudicator acts as a fair and unbiased referee who assesses complaints within the CCODR Dispute Resolution Scheme (DRS).
Adjudication process	Adjudication is a legal process by which an arbiter reviews the evidence of a dispute to determine the rights and obligations of the parties in dispute.
Agreement to Mediate	The agreement of all parties to freely participate in the process.
Alternative Dispute Resolution Scheme (ADR)	An independent Adjudication scheme operated on behalf of CCODR.
Arbitration Process	A procedure in which a dispute is submitted by the agreement of the parties to an arbitrator who makes a binding decision on the dispute. Arbitration is consensual.
CIPD	A member must undertake 6 hours recognised CIPD training in a related dispute resolution field per annum.
CODE	The Consumer Code for Online Dispute Resolution. (this document).
CODE verification	The 6 methods used to verify the CODE.
Client/Party	Is any person, corporate entity, organisation or service provider who arranges, and may pay for the resolution process to take place. The Clients may or may not be a Party to the process or a third party.
Confidentiality	Confidentiality – The Practitioner is obliged to explain to the Clients, the Parties and any Experts and Supporters the principles of confidentiality and how the rules in relation to confidentiality operate.
Co-Working	The practice of online dispute resolution partnering during the process of conducting a resolution process.
Directory of Practitioner of online dispute resolution	The list of CCODR registered Practitioners.
Dispute	A written complaint made by the Complainant as a result of the Practitioner failing to comply with the requirements of the CODE. The Complainant must make the complaint, within 2 years (24 months) of the date of the incident. Complaints covered by the CODE are subject to a maximum award of £20,000 (exclusive of VAT).
Dispute Resolution	Dispute Resolution may include but not be limited to the following areas, commercial disputes; small claims cases; neighbourhood and community conflicts; family breakdown; workplace and employment disagreements; conflict resolution; education settings (including peer mediation, special educational needs); disability and healthcare settings; homelessness and intergenerational conflicts.
Early Settlement	A process whereby the dispute between the Complainant and the Practitioner is resolved early as the part of the process of the CCODR Dispute Resolution Scheme (DRS).
Expert	An expert is a person who either party may seek advice or representation from in relation to the Mediation process.
European CODE of Conduct for Mediators	The European CODE for Practitioner of online dispute resolution. A CODE of Conduct for Practitioner of online dispute resolution.
Fees	Those fees due as payment for ODR services.
Indemnity Insurance	CCODR members should carry suitable indemnity insurance to cover their professional conduct.
Informed Consent	The participant must be able to receive, consider, retain and integrate the information.
CCODR	Consumer CODE for Practitioner of online dispute resolution.
CCODR Dispute Resolution Scheme (DRS)	A procedure for dealing with a Dispute between the Complainant and the Practitioner where it has not been possible for this Dispute to be resolved informally.



Glossary of Terms *(cont)*

CCODR Online Platform	The CCODR Online platform to which members of CCODR have access.
CCODR Membership Rules	The mandatory CCODR membership rules all members must agree to abide by when joining the CCODR scheme.
European CODE for Mediators	The Standards set out in The European CODE for Mediators. (https://www.centrale-fuer-mediation.de/media/zkm_2_2004_148_172.pdf)
International Council for Online Dispute Resolution	The ethical standards set out by the International Council for Online Dispute Resolution. (https://icodr.org/standards/)
Mediation Process	The six steps of Mediation.
Member Practitioners	Any member who is involved in any Adjudication, Arbitration, Mediation or other Dispute Resolution Process.
Online Dispute Resolution (ODR)	The online forum used by the Member to facilitate a dispute resolution process.
Practitioner	A person trained and accredited in a dispute resolution process and who adheres to the CCODR CODE of Conduct
Process	The method of resolving the dispute whether this be Adjudication/Arbitration or Mediation or whatever other process may be used.
Reflective Practice	The ongoing professional development that members of the CCODR CODE must participate in.
Resolution Process	Means any structured process, however named or referred to, whereby two or more parties seek to reach an agreement or other mutually convenient solution on the settlement of their dispute with the assistance of a third person, hereinafter referred to as the "Practitioner."
Settlement Agreement	A record of the mutually binding agreement the parties enter into (and drawn up by the Practitioner) which records the outcome of the mediation.
Transparent	An honest way of doing things that allows Clients to know exactly what they can expect of you.
Vulnerable Customer	A Complainant, who by virtue of their personal circumstances is especially susceptible to detriment. Reasons could include, but not be limited to age; infirmity; language; disability; or those who have suffered a recent bereavement, separation or divorce; or who for reasons of experience, knowledge or illness find the process difficult or stressful.



1. INTRODUCTION & SCOPE

1.1 Consumer CODE for Online Dispute Resolution, “CCODR.”

Is the owner and sponsor of this CODE or Practice.
CCODR is a duly incorporated UK Limited company.

1.2 The Consumer CODE for Online Dispute Resolution

The Consumer CODE for Online Dispute Resolution (CCODR) came into effect on the 1st of September 2019. The CODE sets out the mandatory requirements that each member of the CODE must adhere to when engaged in an Online Dispute Resolution process, whether this be as an Adjudicator, Arbitrator, Mediator, Appropriate Person, HR officer, Employer, Consultant or advisor or in such a relevant capacity in such other formal process.

The CODE sets out a voluntary set of ethics, principles and conduct to which members of CCODR must abide. It is designed to make the process fair and transparent and also to set clear guidelines for Members conducting any resolution process. For the avoidance of doubt, every Practitioner who is a member of CCODR, agrees to subscribe to and comply with the CODE. The CODE is designed to ensure that members promote the use of accepted ODR standards as a process in all areas of dispute resolution. Also, to ensure high standards of education, training, ethics and professional practice of dispute resolution and by increasing public awareness of ODR.

The CODE promotes the International Council for Online Dispute Resolution standards and believes its standards of education training and ethics are in accordance with its guidance.

CCODR has sole responsibility for the management and control of the CODE, which applies to all Complainants and Practitioners.

In agreeing to be bound by the rules of the CODE, a Practitioner honours any sanction made against them as part of the CCODR Dispute Resolution Scheme (DRS).

Any Practitioner found to be in serious breach of the CODE, will be liable to a range of sanctions, which may include their removal from the CCODR Directory of Practitioners, or potential ineligibility for future CCODR referrals.

CCODR may conduct periodic random audits, customer surveys or other statistical evaluations (including mystery shopping surveys, customer reviews, assessment of customer satisfaction feedback and analysis of customer complaints) to assess how well the CODE is being applied.

This data will be used to inform

- Amendments to the CODE
- Observation of the CODE
- Identification of training for members
- Preparation of reports or submissions for the benefit of members
- Industry best practice

Other complaints, and other dispute resolution schemes will take precedence over the CODE and it's associated DRS.

1.3 Access to the CODE.

A member should have suitable systems and procedures in place which are commensurate with their responsibilities under the CODE. A member must make the CODE available to all interested parties, free of charge. The member must ensure that the CODE is in a format that enables the party to take it away for further scrutiny. A member must fulfil a reasonable request for an unavailable format, within 14 days of the initial request.

The member should have sufficient copies of the CODE available for all parties involved in the mediation process. Should the member have a physical premise to which parties to the process may have access, the member must display the CODE in that public area. The member is responsible for providing appropriate contact details to which the parties can contact the member. This should include telephone number, email and/or correspondence address.

The member must make the party aware of the 24-month time period in which the party can make a complaint and details of the CCODR dispute resolution scheme.

The member must have a system in place for the receipt, management and handling of service calls and complaints.

Where a party is dissatisfied in respect of matters covered by the Member, the party should initially approach the Member and seek remedy from within the Members own complaints procedure.

If the member fails to respond to a complaint from a party within 30 days, the party may then make a written complaint under the auspices of the CODE.



1. INTRODUCTION & SCOPE

1.4 Further advice

- Citizens Advice. (England and Wales)
WWW.adviceguide.org.uk
Telephone. 033 0088 2050
- Citizens advice. (Scotland)
WWW.adviceguide.org.uk
Telephone. 0808 800 9060
- Citizens advice. (Northern Ireland)
Www.adviceguide.org.uk
Telephone (028) 9023 6522

1.5 CODE verification

There are 5 methods of CODE Verification

1. CCODR audit (internal/desktop).
2. Mystery shopper.
3. Customer complaint.
4. Customer questionnaire.
5. Self-certification



2. FEATURES OF THE CODE

2.1 Aims and Objectives

Adjudication, Arbitration, Mediation and any other dispute resolution processes aims to assist participants to resolve a range of conflicts which are relevant to their particular circumstances.

This CODE defines a set of minimum standards in respect of the Online Dispute Resolution (ODR) process and also in respect of Adjudication, Arbitration & Mediation specifically.

2.2 Core principles

The Core principles of the CODE are enshrined within the International Council for Online Dispute Resolution standards.

2.3 Standards*

Accessible: ODR must be easy for parties to find and participate in and not limit their right to representation. ODR should be available through both mobile and desktop channels, minimize costs to participants, and be easily accessed by people with different physical ability levels.

Accountable: ODR systems must be continuously accountable to the institutions, legal frameworks, and communities that they serve.

Competent: ODR providers must have the relevant expertise in dispute resolution, legal, technical execution, language, and culture required to deliver competent, effective services in their target areas. ODR services must be timely and use participant time efficiently.

Confidential: ODR must maintain the confidentiality of party communications in line with policies that must be made public around a) who will see what data, and b) how that data can be used. All Data must be treated in compliance with UK GDPR requirements.

Equal: ODR must treat all participants with respect and dignity. ODR should enable often silenced or marginalized voices to be heard and ensure that offline privileges and disadvantages are not replicated in the ODR process.

Fair/Impartial/Neutral: ODR must treat all parties equally and in line with due process, without bias or benefits for or against individuals, groups, or entities. Conflicts of interest of providers, participants, and system administrators must be disclosed in advance of commencement of ODR services.

Legal: ODR must abide by and uphold the laws in all relevant jurisdictions.

Secure: ODR providers must ensure that data collected and communications between those engaged in ODR is not shared with any unauthorized parties. Users must be informed of any breaches in a timely manner. The CCODR platform uses E2EE.

Transparent: ODR providers must explicitly disclose in advance a) the form and enforceability of dispute resolution processes and outcomes, and b) the risks and benefits of participation. Data in ODR must be gathered, managed, and presented in ways to ensure it is not misrepresented or out of context.

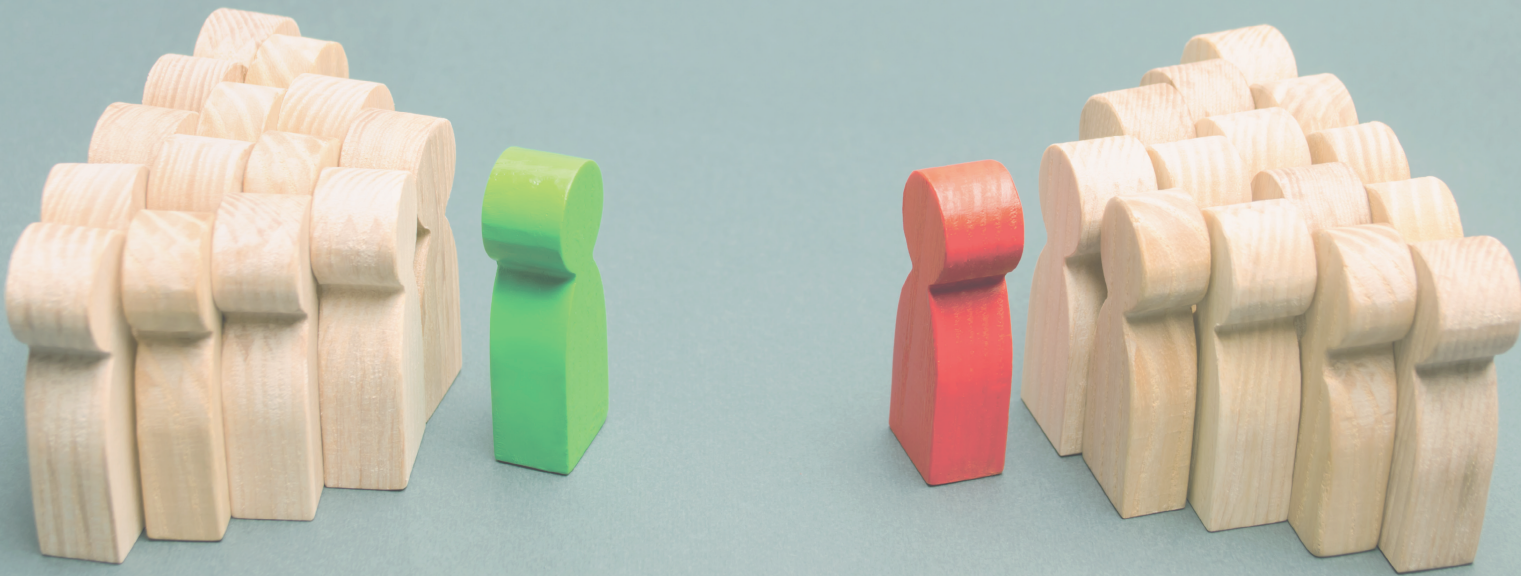
**ICODR Standards 2019.*



3. DISPUTE RESOLUTION PROCESSES

3.1 CCODR

The CODE promotes the overriding standards of the ICODR. However, to ensure greater consumer protection the CCODR further defines standards within the following 3 sectors.



4. ADJUDICATION

4.1 Adjudication

Adjudication is a procedure for resolving disputes without resorting to lengthy and expensive court procedure. The right to adjudicate can be both contractual and statutory. The Housing Grants, Construction and Regeneration Act 1996 and recently to the Local Democracy, Economic Development and Construction Act 2009, sought to achieve two things in England and Wales for statutory adjudication: (1) improve the payment process within the construction supply chain; and (2) provide a quick and straightforward method of dispute resolution called Adjudication. In Northern Ireland, similar legislation was introduced by virtue of The Construction Contracts (Northern Ireland) Order 1997 and the Construction Contracts (Amendment) Act (Northern Ireland) 2011.

The Royal Institute of Chartered Surveyors provide clear guidelines to its members acting in the role of adjudicators ([surveyors-acting-as-adjudicators-in-the-construction-industry-4th-edition-rics.pdf](#))

4.2 Commencement

A party to a construction contract has the right to refer a dispute arising under the contract for adjudication. The adjudication process begins when the party referring the dispute to adjudication gives written notice of its intention to do so. The Notice of Adjudication is the first formal step in the adjudication procedure.

4.3 Appointment of the Adjudicator

The appointment of an adjudicator must be secured within seven days from service of the Notice of Adjudication. This can be achieved by:-

- Appointing the person named in the contract; or
- Making a request to the nominating body named in the contract to select a person to act as adjudicator; or
- If no person is named and no nominating body is named, the referring party shall request an adjudicator nominating body to select a person to act as adjudicator.

4.4 Referral Notice

The referral notice is the document that sets out in detail the case of the party who is referring the dispute to adjudication and the referring party's case in detail. It should be accompanied by documentation in support of the claim together with expert reports, if any, and witness statements.

The referral notice must be served within seven days of service of the Notice of Adjudication. The notice must identify the dispute and set out the remedy.

The Adjudicator's power and jurisdiction comes from the notice and the contract; so the notice must be precise and the Adjudicator can only be required to decide a matter within the scope of the contract.

4.5 Timetable

The various pieces of legislation in each jurisdiction set out a tight timetable for resolution of the dispute. The adjudicator's decision must be reached within 28 days of service of the referral notice. The adjudicator sets the timetable post service of the referral notice. Any submissions made after the referral notice, must therefore be served within that 28-day period. It is normal for the adjudicator to set a date after which no further submissions can be sent to allow the adjudicator adequate time to consider same before reaching his decision.

4.6 Adjudicator's Decision

The adjudicator is required to reach his decision within 28 days of service of the referral notice. This period can be extended by a further 14 days if the referring party agrees, or can be further extended if both parties agree.

The decision is final and binding, providing it is not challenged by subsequent arbitration or litigation.



5. ARBITRATION

5.1 Background

Arbitrations seated in England, Wales or Northern Ireland are governed by the Arbitration Act 1996.

The arbitration agreement between the parties will lead to the appointment of an arbitrator, either pursuant to the terms of the agreement, or being appointed by an institution agreed between the parties.

The Royal Institute of Chartered Surveyors provide clear guidelines to its members acting in the role of adjudicators ([surveyors-acting-as-arbitrators-in-construction-disputes-2nd-edition-rics.pdf](#))

5.2 Powers and rules

After successful appointment, the powers and duties to conduct an international arbitration will be conferred on the arbitrator by the UNCITRAL Model Law. However the UK has not adopted the UNCITRAL Model Law. There are default rules governing commencement of arbitral proceedings within the Arbitration Act. Individual arbitration organisations will have their own rules too. An alternative is to follow the International Bar Association's rules (IBA).

It is for the arbitral tribunal to decide all procedural and evidential matters, including whether and which documents will be disclosed and at what stage

The parties can agree that the arbitration is governed by a set of rules. The Rules, once agreed to by the parties, will govern the arbitration- subject to any such agreed modification between the parties. In the absence of agreement by the parties, the Arbitration Act gives the tribunal the power to decide all procedural and evidential matters, as well as a range of general powers.

5.3 Choosing an Arbitrator

Other than impartiality, there are no requirements under the Arbitration Act relating to the qualifications and characteristics of arbitrators.

Failing agreement by the parties, there is a default mechanism within the Arbitration Act for the appointment of arbitrators. If the tribunal is to consist of a sole arbitrator, the parties will jointly appoint the arbitrator no later than 28 days after service by one of the parties of a written request to do so. If the tribunal is to consist of three arbitrators, each party will appoint one arbitrator no later than 14 days after service by one of the parties of a written request to do so, and the two so appointed must forthwith appoint a third arbitrator as chairman.

5.4 Duty of an Arbitrator

There is a requirement for arbitrators to act fairly and impartially between the parties and to be aware that the object of arbitration is to obtain the fair resolution of disputes by an impartial tribunal without unnecessary delay or expense.

5.5 Confidentiality

Although the Arbitration Act is silent on the issue of confidentiality, case law imposes duties of confidentiality on the parties and the arbitrators in relation to the arbitration hearing, as well as to documents disclosed or generated in the arbitration.

There are a number of exceptions to this general principle of confidentiality, including where disclosure of documents as been agreed by the parties to the arbitration, or has been ordered by the court. Another situation would be where such disclosure is deemed to be reasonably necessary for the establishment or protection of a party's legal rights.



5. ARBITRATION *(cont)*

5.6 Removal of an Arbitrator

A court can remove an arbitrator on certain specified grounds, including justifiable doubts about his impartiality and a failure to properly conduct the proceedings. Where the arbitral institution also has power to remove an arbitrator, a court will not exercise its power until the applicant has exhausted any available recourse to that institution.

5.7 Approach of Courts

A court is only permitted to intervene in arbitration proceedings to the extent expressly permitted by the Arbitration Act.

The principle of “competence-competence” relates to the ability of an arbitral tribunal to independently rule on the issue of its own jurisdiction, without the need to seek a Court’s adjudication on this issue. This ability of the arbitral tribunal can include ruling on any objections with respect to the existence or validity of the arbitration agreement itself.

The courts throughout the UK have held that the purpose of the Arbitration Act is to allow parties to agree to have disputes determined by arbitration rather than in court.

A limited number of disputes are not arbitrable:

1. Where an employee has statutory rights, which entitles them to have their case heard before an employment tribunal;
2. Insolvency proceedings; and
3. Criminal matters.

An award must be challenged within 28 days of the date of the award or, if there has been any arbitral process of appeal or review, within 28 days of the date when the applicant or appellant was notified of the result of that process.

The time period for enforcing an award is six years from the date on which the cause of action accrued. This time period increases to 12 years, if the arbitration agreement is under seal.

The cause of action for enforcement of an award accrues at the time of the breach of the express or implied obligation to carry out the award, and not at the date of the arbitration agreement or the date of the award.

5.8 The arbitral agreement

A written arbitration agreement need not be signed, nor is there a requirement for the agreement to be contained within a single document, meaning that an agreement to arbitrate can comprise an exchange of communications in writing. However, the documents must be clear enough to evidence that the parties intended to incorporate an agreement to arbitrate. It can be an oral agreement, but this can be problematic.

5.9 Breach of an arbitral agreement

A party can apply to court for a stay of the court proceedings. The court must grant the stay, unless the arbitration agreement is null and void, inoperative or incapable of being performed.

5.10 Appeals

Appeals are available in three situations:

- (1) on the basis of the tribunal's lack of substantive jurisdiction;
- (2) on the basis of serious irregularity; or,
- (3) on a point of law.

The parties can agree to exclude the right to appeal on a point of law only.



6. MEDIATION

6.1 European CODE of Conduct

The CODE promotes the European CODE of Conduct for Practitioner of online dispute resolution and believes its standards of education training and ethics are in accordance with its guidance.

6.2 Purpose of Mediation

Mediation is a dynamic, structured, interactive process where a neutral third-party assist disputing parties in resolving conflict through the use of specialised communication and negotiation techniques.

6.3 Confidentiality

Mediation is confidential. It is a fundamental precondition to any Mediation that all parties and the Practitioner must agree to.

No party involved in the Mediation process may disclose a mediation has or may take place between the parties or any of the content of the process to any third party except without the express consent of the parties. Confidentiality may be waived where there is an issue of a child or young person at risk, when required to do so by law or whereby the Practitioner must defend themselves as the result of a Complaints, Disciplinary Process or other Legal Action.

There is no legal privilege referred to in statute for Mediation, however Practitioner of online dispute resolution will be governed by the current law in relation to privilege and confidentiality.

The duty of confidentiality also extends to the Resolution Agreement (if any) arising out of mediation, unless parties agree to disclose.

6.4 Informed Consent

Mediation is based upon the principle of informed consent leading to informed decision making. Informed consent is a fundamental and thoughtful process. The participant must have the capacity to receive the information, to consider the information, to retain the information and to integrate this information within their thought and decision-making process.

6.5 Termination

The Practitioner may terminate the Mediation Process if in their sole discretion, without giving reasons they believe that they or one of the Parties

- may be at risk or
- that the Parties do not have an appropriate level of respect for the Practitioner or mediation process.
- that a party has breached the Agreement to mediate.
- that the Practitioner must withdraw by law
- that a party has acted in an illegal manner.
- that in the professional opinion of the Practitioner the Mediation has reached a stalemate or is unlikely to end in agreement.
- a conflict of interest arises

6.6 Voluntary participation

One of the fundamental principles of mediation is that it is a voluntary process. The Parties to any process must do so in an entirely voluntary manner and they are free to leave the process at any stage without reason. The Practitioner shall explain to the parties the nature of the mediation process and the role of the Practitioner and the parties within it.



6. MEDIATION *(cont)*

6.7 Planning and Prep

One of the primary concerns of the Practitioner is to ensure that the Mediation represents a safe environment for the parties.

6.8 Agreement to Mediate

Agreement to Mediate. The agreement to Mediate is a written agreement signed by all parties present at the Mediation process setting out the terms and conditions on which the mediation will take place.

The agreement to Mediate Consent form should state that

- the process is entirely voluntary and that any party can withdraw at any time.
- the Practitioner of online dispute resolution role is to assist finding a way forward.
- the Practitioner will not give advice or guidance but that the parties are free to take advice as they see best outside of the process.
- everything said during the process is without prejudice, confidential and privileged within the process.
- the Parties will not make or share any electronic or digital recording of any aspect of the Mediation process.
- no photographs may be taken of the flip chart notes unless by agreement of all participants.
- if the parties arrive at an agreed outcome, they consent to the Practitioner(s) recording this on paper.
- after due consideration the parties are prepared to sign the agreement, abide by it and implement it.
- should any party choose to withdraw from the process they agree to participate in an ending meeting with the Practitioner of online dispute resolution to consider any consequences or necessary actions.
- the parties will not summon the practitioner of online dispute resolution to testify in any fora on any matter raised during the Mediation.
- the parties will not request the Practitioner to produce any records or documentation for any purpose.
- the Practitioner of online dispute resolution will work within the CCODR Consumer for Practitioner of online dispute resolution and the European standards for Practitioner of online dispute resolution.

6.9 Six Steps of Mediation

External assessment. In this stage the practitioner of online dispute resolution meet the parties individually to understand the issues and to obtain sufficient information to proceed to the Internal Assessment stage. During this stage the Practitioner shall explain to the parties the nature of the mediation process and the role of the Practitioner and the parties within it.

Internal assessment. Having met the parties and sought the initial salient facts of the conflict, the practitioner of online dispute resolution should meet with their supervisor to review the facts and decide if indeed the matter can be mediated and if so to discuss a strategy for going forward.

Case development. At this stage the practitioner of online dispute resolution meet with both parties individually and start the process of developing the plan and preparing both of the parties for potential future shared dialogue. At this stage it is critical that the process of informed consent is explained to both parties.

Shared Dialogue. This is a critical stage because at this point the practitioner of online dispute resolution bring both parties together to discuss the conflict.

Resolution. It is hoped that during shared dialogue, both parties have arrived at a resolution to the conflict. In this case the parties sign off an agreement and the Practitioner's involvement is finished. The Practitioner will take reasonable steps to make sure that the parties understand the terms of any agreement reached by them.

Follow up. This is essentially an internal process whereby the practitioner of online dispute resolution report back to their supervisor. The practitioner of online dispute resolution then ensure that the case manager checks in with both parties.

6.10 Role of an Expert

An expert is a person who either party may seek advice or representation from in relation to the Mediation process. They may be present with either party at any pre mediation session and may, with the permission of both parties be present in subsequent session(s).

It must be stressed that the Expert may not participate in the process. They are there in a strictly advisory capacity, to assist the party. They must not act as an advocate for the party. Any expert is bound by the same rules of confidentiality as the parties.

6.11 Self Determination

In order for the mediation process to work, the parties must be able to understand the process and the options under discussion and to give voluntary and informed consent to any agreement reached.



7. THE PRACTITIONER

7.1 Role of the Practitioner

The Practitioner must be competent and knowledgeable in the management of dispute resolution.

The Practitioner must act at all times in accordance with the principles of impartiality, integrity, fairness and confidentiality, with respect for all parties involved in the mediation.

The Practitioner must be able to demonstrate an ability to self-manage within the framework of the CODE and the specific resolution process.

The Practitioner must be able to identify any relevant ethical issues which may be present during the process.

The Practitioner must be able to effectively summarise the positions of the parties and understand their needs and concerns. However, the Practitioner must be able to identify any issues beyond those immediately presenting to the parties.

A Practitioner must be approachable, dedicated, trustworthy, perceptive and impartial. A Practitioner should also be professionally competent.

7.2 Practitioner Professional Competence

To be a member of CCODR a member must have carried out a minimum period of training and have passed an industry recognised assessment of competence and skills.

The Practitioner must be qualified in the relevant chosen process having regard to any relevant standards or accreditation schemes.

The Practitioner is responsible for ensuring that their insurance cover is adequate and must have the appropriate professional indemnity insurance in place at the time of any Mediation.

Where requested by the Parties or the Client, the Practitioner must provide details of their professional indemnity insurance and their qualifications. This must be produced as a prerequisite for membership application to the CODE.

The Practitioner must also have agreed to be bound by the CCODR complaints and disputes procedures.

A CCODR member may practice in more than one area of Mediation depending on their experience, qualifications and reflective practice. Should a Practitioner feel that he is acting outside of his level of competence during a mediation, they should pause the mediation, seek advice, and introduce a co-Practitioner or alternative Practitioner.

Every Practitioner is required to be aware of the law relating to how they conduct their personal professional practice and knowledge of and adherence to any relevant, CODEs of practice, guidelines and regulations.

Continuing Professional Development is an essential and mandatory requirement for all CCODR Members.

7.3 Practitioner Professional Development

To maintain CODE membership a Practitioner must undertake 6 hours recognised CIPD training in a related Mediation field per annum.

7.4 Independence

The Practitioner must maintain a position of absolute independence and neutrality.

The Practitioner does not decide or indicate who is right or who is wrong and must be multi-partial during the process.

The Practitioner must not take sides and must be free from bias. Should a Practitioner believe that they cannot remain impartial they should terminate the mediation.

7.5 Conflicts of interest – Independence

Should any circumstance arise that may be seen to affect a Members independence or give rise to a conflict of interest the Practitioner must immediately disclose these facts to the parties before agreeing to act or continuing to act.

Should such a case arise the Practitioner may only agree to act or to continue to act with the agreement of the parties and if s/he is certain of being able to carry out the process without fear of bias or partiality to the detriment of the resolution.

The duty to disclose any instance of conflict or breach of independence is an ongoing duty throughout the lifetime of the Mediation.



7. THE PRACTITIONER *(cont)*

7.6 Managing the Process.

A Practitioner should be aware that there are a number of differing ways to conduct any Resolution Process.

The Practitioner should ensure that a safe environment is created for the formal process to exist within.

The Practitioner should only ever use neutral, open ended questions to establish the background and context of the situation.

The Practitioner should ascertain;

If the matter is suitable for resolution,

If the Practitioner can build a safe environment that protects the parties,

If they are competent to conduct such a process,

If they conflicted in any way,

If the parties are capable of self-representation in any shared dialogue,

If the parties understand the process,

If the process is not being abused as a means of advance disclosure.

7.7 Ending Process

When the Resolution Process has ended the Practitioner will offer a closing statement. It is important to highlight the more positive aspects/behaviours of the process and how those behaviours contributed to a resolution.

If this is the final stage in the dialogue of the parties the Practitioner will either explain how a settlement agreement will be drawn up and circulated or if there are to be further meetings how in practice this will work.

If it has not been possible to reach a settlement both parties should be thanked for their participation, the positive aspects of the process should be emphasised, they should be informed that they can still avail of a more formal legal remedy and or the fact that they can come back to mediation in the future should they feel that it will be of benefit.

7.8 Final Written or Settlement agreement

In writing any final agreement a Practitioner should aim to accurately encapsulate what the parties agreed to be the outcomes.

The agreement should be written in concise and neutral language that both parties can understand. It should be realistic in terms of what it aims to achieve. It should point out the actions which have been agreed in respect of each party.

The agreement should provide clarity if needed. It should not be forgotten that the agreement is the parties and as such whilst the Practitioner will draft the document it is a reflection of the journey which the parties have undertaken and their commitment to going forward. The option to have a signed copy should be given. The summary itself is not a contract and unless specifically requested by both parties does not form any part of a contract or other legal process.

7.9 Reflective Practice

Reflective Practice:

Practitioners of online dispute resolution processes are encouraged to improve their professional practice by reflecting on their performance and reflective practice is a requirement of Continuing Professional Development. This reflective practice can either be carried out in one-to-one sessions or in group sessions at the option of the Practitioner. For the purpose of this reflective practice the Practitioner may disclose anonymised information arising in any process that they have been involved with, provided that they do so in such a way that the identity of any of the Clients or Parties cannot be ascertained from the information given. The onus is on the Practitioner to ensure that those others involved in the reflective practice are also bound by confidentiality.

7.10 Fees

If fees are payable, prior to the Resolution Process the Practitioner must clearly explain to the Client or the Parties, whoever is paying the fees, to the person(s) or organisation paying the fees, how the fees, outlays, VAT and charges are calculated. The options for paying the fees should also be discussed.

Fees charged may vary to take into account the type of mediation, the complexity of the matter, the expertise of the Practitioner and the time required.

The Practitioner should ensure that that parties are made aware of all associated costs and how and when this should be paid. Practitioners should not agree to facilitate any Resolution Process until the basis of fees and payment has been agreed by all parties.

At no stage shall the outcome of a Resolution Process be dependent on the payment of fees.



8. COMPLAINTS & DISPUTES

8.1 8.1 CCODR Dispute Resolution Scheme (DRS)

The Practitioner must have a system and procedure in place for receiving, handling, and resolving complaints, service calls and disputes.

The Practitioner must provide information on how a Complainant accesses the CCODR Dispute Resolution Scheme at point of sale, in pre-contract material, contractual material and on their website, if they have one. The details should be contained within the Practitioner's complaints procedure.

It should be made clear within this document that the CCODR Dispute Resolution Scheme (DRS) can only deal with matters defined in para 8.3 (financial loss, and/or emotional distress and/or inconvenience) and any matter referred to this scheme is solely with regard to a Dispute under the CODE.

The complaints procedure should clarify that the Practitioner:

- must acknowledge the Complainant's complaint within 14 days of receipt.
- responded to the Complainant within 30 days of the complaint being made, with an estimate of the time frame required to investigate the complaint.

Provide the full name and contact details, including postal address of the CCODR DRS.

A Complainant must first complain in writing to the Practitioner and give the Practitioner an opportunity to remedy the complaint as per the Practitioner's complaints procedure. If the Complainant is not satisfied with the outcome of the Practitioner's response or does not receive a response from the Practitioner within 56 calendar days, the Complainant may refer the complaint to the CCODR Dispute Resolution Scheme (DRS).

8.2 Co-Operation with Professional Advisors

The Practitioner must fully co-operate with an appropriately person appointed by the Complainant to resolve the Dispute.

8.3 Definition of a Dispute

A Dispute can occur if the Practitioner has failed to comply with the requirements of the CODE and as a result, the Complainant believes they have suffered:

- A financial loss;
- Detriment;
- Emotional distress and/or
- Inconvenience.

A Dispute covered by the CODE does not include any Dispute already being pursued through another complaint mechanism.

8.4 Dispute Referral

A Complainant may refer the Dispute, as part of the CCODR Membership Rules.

CCODR DRS is a two-stage process:

CCODR DRS Stage 1 - Mediation.

CCODR DRS Stage 2 - Adjudication.

A Complainant may initially refer a dispute to DRS Stage 1 - CCODR Mediation.

Should an agreeable resolution not be found at Stage 1, the Complainant can decide to move to Stage 2 of the DRS CCODR- Adjudication.

DRS Stage 1 and Stage 2 operate as an impartial and independent scheme and CCODR ensures that the person dealing with the dispute possesses 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. CCODR ensures that no person dealing with the dispute discharges his or her duties in a way that is biased as regards a party to a dispute, or the representative of a party. CCODR ensures that the person dealing with the dispute is not remunerated in a way that is linked to the outcome of the alternative dispute resolution procedure.



8. COMPLAINTS & DISPUTES

8.5 Stage 1 - CCODR Mediation

A Member must agree to participate in any CCODR Mediation process.

The Complainant may bring the Dispute to CCODR for Mediation within the 12 months of the date that the complainant has been given notice by the Practitioner that the complaint is unable to be resolved or the complainant is not satisfied with the resolution offered.

Mediation is a free service offered by CCODR. The results of any Mediation process will be advised to the Complainant by CCODR within 56 calendar days.

As part of the Mediation service, CCODR will:

- Engage directly with the Parties to ascertain if there is an amicable resolution to the complaint available; and
- Should this be unsuccessful, CCODR will advise the Complainant of his/her right to escalate the complaint to Stage 2 - the CCODR DRS Adjudication Scheme.

8.6 CCODR Dispute Resolution Scheme (DRS) Adjudication

In the event that either party does not accept the result of the mediation, the Complainant may refer a Dispute to the Adjudicator. The Adjudicator will decide if the Complainant has a legitimate Dispute and if so, will decide if they have suffered financial loss, and/or emotional distress and/or inconvenience because of the Practitioner's breach of the CODE. The Adjudicator will quantify the financial loss.

The Practitioner must:

- Comply with the Adjudicator's decision(s), once accepted by the Complainant.
- Pay the Complainant the amount which the Adjudicator has awarded; and
- Pay such an award within the time frame stated by the Adjudicator.

The Adjudicator may impose an award or decision, including the following:

- A financial award of up to 100% of the cost of the original Resolution Process. (exclusive of VAT) from the Practitioner;
- A combination of financial compensation and further assistance with the original Resolution Process.
- Discretionary compensation for inconvenience, of up to £1,000.00;
- May rule that the complaint is not substantiated and reject the Dispute;
- Reimbursement of the Complainants case registration fee of £100 (if applicable); and
- Refer the Practitioner to the Disciplinary and Sanctions panel.



8. COMPLAINTS & DISPUTES

8.7 8.7 CCODR Dispute Resolution Scheme Adjudication Process

The Complainant must:

- Complete an application form.
- Send the completed form to the CCODR Dispute Resolution Scheme (DRS) Adjudication.
- Include all supporting evidence.
- Attach copies of any receipts and/or invoices; and include a case registration fee of £100.00. (plus, VAT) if applicable (see below).

CCODR Dispute Resolution Scheme Adjudication Process is free process if the complainant is a consumer. If the complainant is a business or commercial entity the fee of £100.00(plus VAT) will apply.

The Adjudicator will:

- Ask the Practitioner to respond to the Complainants statement.

Facilitate the process in resolving the Dispute as an Early Settlement.

The cost to the Practitioner for Early Settlement is £250.00. In the event that Early Settlement does not happen, the Practitioner must: Submit a response to the Complainants statement; and Include a payment of £500 (plus VAT).

The Complainant will then be given a copy of the Practitioner's statement and asked to respond. At this stage in the process the Complainant cannot make any further complaint about the Dispute.

The Adjudicator will:

- Review all written statements submitted by both parties;
- Decide if the Complainant has a bona fide claim;
- Quantify any financial loss and/or emotional distress and/or inconvenience because of the Practitioner of online dispute resolution breach of the CODE; and

Make a decision or award and communicate this to both parties.

The Adjudicator's decision is final and cannot be appealed. It can only be accepted or rejected by the Complainant.

Both parties will act in good faith and have mind of the proportionality of any costs.

8.8 8.8 Awards, Acceptance, Refusal and Liability

A Practitioner who is a member of CCODR is required to honour any award made against them under the CCODR Dispute Resolution Scheme (DRS).

A Practitioner remains liable to pay the Adjudicator's award, even if CCODR have removed the Members from the searchable members data base.

Under the CCODR Membership Rules, a Practitioner agrees to comply with the terms and conditions of the CODE and also to honour any decision given as a result of the CCODR Dispute Resolution Scheme (DRS).

8.9 8.9 Possible Sanctions

In the event a Practitioner fails to comply with the decision of a panel, the following are examples of the possible sanctions that the panel may recommend:

- A training or improvement regime to be adopted by the Practitioner. This will be designed to reinforce the meaning of the CODE and to put in place systems or
- A requirement that the member take additional measures (either temporarily or permanently). This could entail a change in working practices;
- Fines for breaches of the CODE;
- Dissemination of the Practitioner's refusal to honour its obligations to the CODE to other CODE members;
- Suspension of CCODR Membership;
- Termination of CCODR Membership; or
- CCODR take legal action against the Practitioner for the breach of the CODE.

8.10 8.10 Disciplinary & Sanctions Panel

CCODR treat all breaches of the CODE seriously. CCODR may in its sole discretion refer a member to the panel should they have been convicted of an offence (or signed for a formal caution) under regulation 12 and schedule one, paragraph 4 of the Consumer Protection from Unfair Trading Re 2008. regulations. Where required, CCODR may convene a disciplinary and sanctions panel.

This panel will include any three people from the sectors listed below.

- Duly qualified Lawyers
 - Duly qualified Barristers
 - Duly qualified Mediators
 - Duly qualified Arbitrators
 - Duly qualified Trading Standards professionals
 - Duly qualified Corporate Governance Professionals
- The panel will appoint a chairman.



9. VULNERABLE CUSTOMERS

9.1 Particular Care

A member should give particular care when dealing with vulnerable customers and ensure that their staff are suitably trained with respect to interactions with vulnerable customers.

9.2 A Member should ensure that Vulnerable Customers

Understand the CODE

Can make informed decisions

Understand their respective responsibilities

Understand the process of mediation and

Make use of a translator or appropriate adult or person if required.

9.3 Obvious Vulnerability

Where vulnerability is obvious to the member (or where the member party declares a vulnerability), the member must assess the potential effect this may have on proceeding with the Resolution Process and act accordingly. The member should seek to understand the party's circumstances and needs, by acting in a professional and sensitive manner that will not cause offence.

9.4 Useful Links

- The Care and Quality Commission is the Independent regulator of health and social care in England. (<https://www.cqc.org.uk>) P; 03000 616161
- Social Care and Social Work Improvement Scotland is the new unified independent scrutiny and improvement body for care and children's services and works to improve services for adults and children across Scotland. They are contactable by telephone on 0845 600 9527.
- Healthcare Inspectorate Wales (HIW) protects the interests of people whose rights are restricted under the Mental Health Act. For details, e-mail hiw@wales.gsi.gov.uk or telephone 029 2092 8850.
Care and Social Services Inspectorate Wales (CSSIW) encourages the improvement of social care, early years and social services. It regulates, inspects and reviews services and provides professional advice to Welsh ministers and policy makers. CSSIW can be contacted by e-mailing cssiw@wales.gsi.gov.uk or telephone 01443 848 450.
- The Regulation and Quality Improvement Authority (RQIA) is the independent health and social care regulatory body for Northern Ireland. RQIA can be contacted by e-mailing info@rqia.org.uk or calling 028 9051 7500.
- The Disability Law Service (DLS) provides telephone or written community care law advice. This service is free to disabled people, their family and carers by appointment. DLS can be contacted by e-mail on advice@dls.org.uk or telephone 020 7791 9800.
- Ableize is the largest and most viewed UK disability resource offering the largest collection of disability, mobility and health websites and social media pages in the UK and Europe. They are contactable by visiting their website on www.ableize.com
- Citizens Advice can be contacted on the following link and have offices in England, Scotland, Wales and Northern Ireland. <https://www.citizensadvice.org>.

9.5 Alternative formats

Members should ensure that where necessary their documentation can be made available to individual parties on request in alternative formats as appropriate (other languages, Braille, audio).



10. SALES AND ADVERTISING

10.1 Literature

All sales and marketing literature should be in plain, simple English. Guidance for these standards may be found at www.clearest.co.uk.

10.2 Content

The content of any such literature should be:

- Clear;
- Truthful;
- Transparent;
- Comply with any relevant CODE of advertising, such as: The Television Advertising Standards CODE, The Radio Advertising Standards CODE, The UK CODE of no-broadcast advertising, sales promotion and direct marketing, The Radio Authority, British Codes of Advertising and Sales promotion, The PhonepayPlus CODE for all premium rate charged telecommunication services, Unfair Trading Regulations 2008; and
- Any other relevant CODE.
- Comply with the FCA requirements of treating customers fairly; and
- Be compliant with any other relevant Consumer Protection Legislation.

10.3 Unfair Trading regulations

A Member is responsible for ensuring their sales and or marketing literature complies with The Consumer Protection from Unfair Trading Regulations 2008 (this legislation prohibits a lack of transparency) and the Business Protection from Misleading Marketing regulations 2008, before making it available to prospective Party's. Members must also comply with the terms of the Unfair Terms in Consumer Rights Act 2015 when drawing up their contracts.

10.4 Advertising Literature

A Member must make it clear in all of their advertising literature that they are members of the Consumer CODE for Online Dispute Resolution and that they comply with all of its obligations.

10.5 Must not mislead

A Member should not mislead a Party in anyway (for example, about the cost of a Process, about the strength of their case, the likely outcome, the strength of the other parties case or any other relevant aspect of the Process).

10.6 High Pressure Techniques

A Member shall likewise not use high-pressure selling techniques to influence the Party's decision, such as: - Suggesting that there is a time imperative or implying that the other party has a stronger position than the Practitioner knows to be true or inversely that the other party is in a weaker position. The Practitioner must act at all times with complete impartiality.

10.7 Staff responsibilities

A Member must ensure that all staff are aware of their associated responsibilities and requirements under the CODE and that they receive suitable training commensurate with their position so that they are in a position to give best advice to Consumes with regard to the CODE.



11. PRE-CONTRACT INFORMATION

11.1 Sufficient pre contract information

Provision of sufficient pre contract information

A party to an ODR process must be given sufficient pre contract information to enable them to make an informed decision as to the suitability of the process. This information should not be misleading in any way and should be exact when in reference to costs, timing of payment and cancellation rights.

It should be stressed that some ODR processes will involve proceedings which are sourced by or instance a lawyer acting on behalf of their clients the party.

This is not like the Consumer Codes for say the structural warranty sector where the pre contract information will be significantly greater than that required for an ODR proceeding.

The requirement to provide clear information about the suitability of the process is mandated within the membership rules for a CCODR member.



12. CANCELLATION RIGHTS

12.1 Provision of clear information

Members are required to provide clear information in respect of cancellation rights. This is mandated within their membership rooms. Members are drawn to the Consumer Contracts Regulations of 2013 within the code.

Members must provide

- A clear description of service to be provided, including high-level any commitment was last on the part of the consumer.
- The total price of the service.
- How the party to the ODR process can pay for the service
- The exact date on which the service will be provided
- Any potential additional charges or other costs which have not already been itemised and when they would be payable.
- Details of the Consumers rights to cancel

12.2 Consumer Contract Regulations of 2013.

The consumer contract regulations of the cancellation rights.

These permit a consumer to cancel the service within 14 days from entering into the contract to provide a service. The right to cancel can be lost, if the services to be provided are within the 14-day period.

CCODR will go beyond these regulations too low I consumer the right to cancel at any stage before the 14 days of the service provision date.





CCODR

CONSUMER CODE FOR
ONLINE DISPUTE RESOLUTION

www.CCODR.com

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