

Rules (January 2011 edition)

These rules apply to applications received on or after 27 January 2011 and should be read with the CISAS 'Information for customers' guide.

1 Introduction

a CISAS (the scheme) is provided by us, IDRS Ltd, for member companies which provide communication services, and their customers. A full list of member companies is available at www.cisas.org.uk.

b The scheme can be used by:

- individuals; and
- companies with no more than 10 employees;

who are customers ('the customers') of a member company.

c Customers can use the scheme if:

- they have not been able to settle a dispute with the company within eight weeks of complaining to the company; or
- the company has agreed, in writing, that the dispute should be settled under the scheme.

2 Scope of the scheme

a The scheme provides an informal and independent way of settling disputes between

companies and their customers.

- b An adjudicator appointed under these rules will make a decision on such disputes by considering the information received from the customer and the company.
- c The adjudicator can ask for extra information on any matter if this is necessary in order to settle the dispute in a fair and reasonable way and in line with the law and the company's code of practice.
- d We manage all disputes considered under the scheme and we are responsible for appointing adjudicators.
- e A customer does not have to use the scheme to settle any dispute. If he or she does use the scheme, the adjudicator's decision is not binding on the customer or the company until the customer tells us that they accept the decision. They must do this within six weeks of the decision being made. If the customer does not accept the decision within six weeks, it will no longer be valid. This means that it will not be binding on either party and it cannot be accepted at a later date.
- f The scheme is free of charge to the customer.
- g The scheme can be used to settle disputes about:
 - bills; and
 - communication services provided to customers.
- h The dispute must be between a customer and one or more of the member companies.
- i The dispute cannot involve a claim for an amount of more than £5000 including VAT for any one customer.
- j The dispute must not involve a complicated issue of law.
- k The dispute must not be the subject of an existing or previous court action or adjudication.
- l If the dispute is about something that is not covered by these rules, the company can agree

to use the scheme but does not have to.

- m Putting a dispute through the scheme does not remove the customer's duty to pay the company any other amounts which are due and which are not disputed.

3 Applying to use the scheme

- a The customer who wants to put a dispute through the scheme must fill in and return an application form. These are available from us and on our website at www.cisas.org.uk. Customers can ask us for help to fill in the form.
- b The customer cannot apply to the scheme unless:
- they have not been able to settle the dispute with the company within eight weeks of complaining to them; or
 - the company agrees, in writing, that the dispute can be settled through the scheme.
- c Customers must normally apply to the scheme within nine months of first complaining to the company. In exceptional circumstances we can extend this nine-month period if both the customer and the company agree, or if we think the company has unreasonably delayed handling the complaint.

4 The adjudication procedure

- a The adjudication procedure begins when we receive the customer's claim.
- b The customer's application must give reasons for the claim and, in particular, should include details of:
- the company's service which the dispute is about;
 - the precise issues which are in dispute;
 - the reasons for making a claim or trying to get a remedy; and
 - the reasons for the amount of any compensation claimed.

The application can be supported by documents but should not consist only of letters between the company and the customer.

c When we receive a valid application we will send the company an electronic copy. The company then has 14 days from the date they receive the claim to send us an electronic copy of their response.

- If we send the application to the company by e-mail before 4pm, the date they receive the claim is considered to be the same day. If we e-mail the application after 4pm, the date they receive the claim is considered to be the next working day.

In exceptional circumstances, the company can ask us to extend the deadline for giving their response by a further seven days (so the company would have up to 21 days to give us their response).

If the company does not give us their response within the time allowed, we will appoint an adjudicator to consider only the information provided by the customer. We will write to the company and the customer to confirm the adjudicator's decision.

d At this stage of the adjudication, the company can try to agree a settlement with the customer. If they do so, they only have 14 days in which to agree a settlement. This period cannot be extended unless the appointed adjudicator agrees otherwise.

If, within the 14 days, the company tells us in writing that they have settled the claim and gives us written details of the settlement, we will ask the customer to confirm that they have accepted the settlement and withdrawn their claim.

e The company must take the agreed action under the settlement, normally within four weeks of the date on which the company told us about the settlement. The company and the customer may agree a different period that would be reasonable in the circumstances, and the company must tell us that when they tell us about the settlement. If the company does not take the agreed action in time, we will open the case again (if the customer asks us to) and give the company seven days to respond to the claim.

f If no settlement is agreed at the previous stage, or if the settlement is not kept to, when we receive the company's response we will send a copy of it to the customer. The customer

then has seven days to provide any comments on the company's response. These comments must only be on points raised in the company's response and must not introduce any new matters. At the same time we will appoint an adjudicator and give their details to the customer and the company.

- g If the customer makes any comments on the company's response, we will send a copy of those comments to the company for their information only. If the company wants to respond to any of the customer's comments, they may do so. However, the adjudicator may refuse to take these comments into account.
- h As part of their investigation, the adjudicator may, through us, contact the customer and company (by phone, fax, letter or e-mail) to ask for any further documents or information they need to make their decision. We will send copies of any extra information or documents to the other party. If the company or the customer does not provide the necessary information within the time set by the adjudicator, the adjudicator may settle the dispute by considering only the information already provided.
- i The adjudicator will make a decision on the matter (usually within six weeks of the application being made) unless:
- the customer accepts a settlement offered by the company; or
 - the company gives the customer all that he or she has claimed on the application form.
- j In all cases we will send the customer and the company written details of the outcome of the adjudication procedure, including the reasons for that outcome.
- k If the adjudicator makes a decision on the matter (rather than the customer accepting the company's offer or the company providing what the customer has asked for), the customer has six weeks to confirm whether or not they accept the adjudicator's decision.
- l The adjudicator's decision is only binding if the customer accepts it within six weeks. The decision cannot be appealed against. It can only be accepted or rejected and only by the customer.
- m If the customer or the company wants their original documents back, they must ask for them within three weeks of the date of the adjudicator's letter setting out the outcome of the

adjudication procedure. Otherwise we will destroy the documents.

- n If the adjudicator decides that either the customer or the company should pay an amount to the other, and the customer accepts the decision, the payment must be made within four weeks of the customer accepting the decision. If the company must pay an amount to the customer, the company must pay the customer direct and must tell us that they have made the payment.
- o If the adjudicator decides that the company must take any other action and the customer accepts that decision, the company must complete the necessary action within four weeks and must tell us that they have done so. If they cannot complete the necessary action within four weeks, the company must tell the customer and us why that is and give a date for when the action will be completed.
- p We will keep a record of the outcome of the adjudication procedure to monitor and report on the performance and effectiveness of the procedure.

5 Powers of the adjudicator

- a The adjudicator will be fair and unbiased throughout the adjudication procedure and will make a decision that is in line with the relevant law, any relevant codes of practice, and contracts between the company and the customer. He or she will act quickly and efficiently, settling the dispute in a fair and reasonable way.
- b The adjudicator may refuse to consider documents or other evidence not provided within the set timescales if a delay may prevent the decision from being made within six weeks.
- c Only the adjudicator can decide whether he or she can settle a dispute.
- d For some disputes the adjudicator may need to get advice from an independent technical expert. The company will pay any reasonable fees involved. In these cases, the adjudicator will consult both the company and the customer before appointing an expert and explain their reasons for getting the advice.
- e The adjudicator can do the following.
 - Change time limits for the customer and the company to provide their comments and

set time limits in which the customer and the company must provide any extra information the adjudicator needs.

- Allow the customer or the company to provide further evidence, or change any previous comments or details of the claim (but not the amount claimed on the application form).
- Order the customer or the company to provide goods, documents or property for the adjudicator to inspect.
- Make any necessary enquiries (but the adjudicator must tell the customer and the company about those enquiries and allow them to comment on the findings).
- Receive and take account of any spoken or written evidence the adjudicator thinks is relevant.
- Carry on with the procedure if either the customer or the company does not keep to these rules or any instruction, or if either does not take part in any conference call arranged by the adjudicator.
- End the adjudication procedure if it appears that the dispute cannot be settled under the scheme, or if the customer and the company settle their dispute before a decision is made. (If the customer and the company settle the matter themselves, the company must immediately give us written details of the settlement.)
- If the customer or the company does not provide any information the adjudicator has asked for, the adjudicator will continue as he or she thinks is appropriate.
- If the company does not respond to the copy of the customer's claim in time, the adjudicator will base his or her decision on the information provided by the customer.

f If the adjudicator agrees with the customer's claim, he or she can tell the company to do any or all of the following.

- Give the customer an apology or explanation.
- Give the customer a product or service, or take some practical action that will benefit the customer.

- Pay the customer an amount up to the amount claimed on the application form, which must be no more than £5000 (including VAT).

g The adjudicator can dismiss the claim and tell the customer to make a payment to the company or carry out any other action that is appropriate. The customer does not have to take the action suggested.

6 Our powers

a If the customer does not provide anything that we need under these rules, and still does not supply it within seven days of getting a reminder from us, the following will apply.

- If the customer does not return the application or supporting documents, we will assume that the customer does not want to go ahead with the matter.
- If the customer fails to confirm to us that they have accepted the settlement, we will assume that the customer has accepted the settlement and does not want to go ahead with the matter. We will then close the case. If the customer later tells us that they did not accept the settlement and that they want to continue with the matter, we will open the case again.

7 Costs

a The company must pay our fees, as set out in contract, and the fees for any expert help.

b The customer and the company must pay their own costs of preparing their cases. They cannot take any legal action to recover these costs.

8 Confidentiality

a We, the company and the adjudicator will not give specific details of the procedure or the decision (including the reasons for it) to any person not involved in the procedure unless this is necessary in order to enforce the decision.

b Despite rule 8a, when the customer and company agree to have their dispute settled under the scheme, they give us permission to gather, keep and publish statistics and other

information on their dispute as long as they cannot be identified.

9 Other rules

- a If necessary, we will appoint a substitute adjudicator and give the customer and the company his or her details.
- b We cannot enter into long discussions on a decision made under the scheme.
- c If the customer or company has a complaint about the scheme, the decision taken, the adjudicator or a member of our staff, the complaint should be made through our standard complaints procedure. You can get copies of the procedure from us.
- d The scheme may be updated from time to time. Disputes will be settled according to the rules in force at the time the customer applies to use the scheme.