

Independent Conciliation Service The National Society of Allied and Independent Funeral Directors Service Rules

To apply to applications received on or after 1st March 2018.

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1 Introduction

- 1.1 The Independent Conciliation Service (“the Service”) is an independent service designed to minimise costs and to encourage consensual agreement between the parties. The Centre for Effective Dispute Resolution (“CEDR”) provides the Service to resolve disputes between National Society of Allied and independent Funeral Directors (“SAIF”) Registered Members and their customers.
- 1.2 Conciliation is a simple solution, which assists early settlement in a safe, controlled and confidential environment under the guidance of an experienced CEDR-accredited conciliator who will act as the conciliator.

2 Applying to use the Service

- 2.1 Before applying to use the Service, the customer must first make a written complaint to the Registered Member. If the Registered Member has been unable to resolve the customer’s complaint, the customer must then contact the SAIF directly. The customer can apply to use the Service if the SAIF has been unable to resolve the complaint.
- 2.2 To apply to use the scheme, the customer must complete an application form that will be provided by SAIF.
- 2.3 The customer must apply to use the Service within 12 months of the date on which the SAIF has given notice to the customer that it is unable to resolve the complaint. However, applications can still be made outside this time limit if the Registered Member agrees.
- 2.4 The customer must confirm on the application form that every reasonable effort has been made to resolve the dispute through the Registered Member’s own complaints procedure and through the SAIF.
- 2.5 Upon receipt of the application form and payment of the conciliation fee by the SAIF, CEDR will appoint a conciliator and will inform the parties accordingly.

3 The conciliation procedure

- 3.1 The conciliation begins when CEDR writes to the parties to advise that a conciliator has been appointed. The conciliator will be independent of either party.
- 3.2 Following receipt of the application form, the conciliator will seek to conclude the conciliation within 25 working days of his or her appointment. The conciliator may, at his or her discretion, extend this timescale.
- 3.3 The conciliation process will be conducted primarily by telephone, but by other written forms of communication (ie. e-mail) if considered appropriate by the conciliator.
- 3.4 The conciliator shall have regard to the SAIF's Rules and its Code of Practice and any associated Guidelines.
- 3.5 If the parties do not reach a resolution between themselves after discussions with the conciliator, the conciliation process comes to an end and CEDR will write to the parties to conclude the conciliation. The customer will be notified by CEDR that they have a right to use CEDR's Independent Arbitration Service and will advise the customer of the steps and timings for this process. The SAIF will be notified of the outcome. The customer may then to choose to proceed to arbitration or to court should they wish to take the matter further.
- 3.6 If a resolution is reached, the conciliator will record that resolution in writing and send it to the parties (via CEDR) in the form of a Confirmation of Outcome Statement ("the Statement"), for signature. The parties must sign and return the Statement to CEDR within 10 working days. Upon receipt of both signed copies of the Statement, CEDR will advise the parties accordingly and they must then take action to comply with the agreed outcome.
- 3.7 CEDR will provide copies of the signed Statement to the parties and a copy to the SAIF (on a confidential basis) or confirm to the SAIF that one or both copies of the Statement were not returned.
- 3.8 If either party does not sign or return the Statement to CEDR within 10 working days, then it has no effect and CEDR will write to the parties to conclude the conciliation. The customer will be notified by CEDR that they have a right to use CEDR's Independent Arbitration Service and will advise the customer of the steps and timings for this process. The SAIF will be notified of the outcome. The customer may then to choose to proceed to arbitration or to court should they wish to take the matter further.

4 References to CEDR's Independent Arbitration Service

- 4.1 Any application to CEDR's Independent Arbitration Service must be submitted to CEDR within 20 working days from the completion date of the conciliation process.
- 4.2 The conciliator appointed to conduct the conciliation procedure shall not be appointed as the arbitrator in any subsequent arbitration proceedings unless

this is requested and agreed by both parties, the conciliator and CEDR.

- 4.3 The conciliator shall not be called upon to act as an advocate, adviser or witness for a party in the arbitration or be required to disclose any information about any matter that arose during the conciliation procedure.

5 Costs

- 5.1 Regardless of the outcome of the conciliation, the parties shall bear the costs for preparing their own cases and taking part in the conciliation process.
- 5.2 SAIF having referred a case to CEDR for conciliation, will pay CEDR a case fee of £400.00 (plus VAT) for each case. The Claimant will be required to pay SAIF £50 to commence the conciliation.

6 Confidentiality

- 6.1 The parties undertake not to disclose , at any time, to any person, any details of the conciliation, except as required or permitted by these Rules and the law.
- 6.2 CEDR may gather and retain details, in summary form, of individual cases and, while preserving the anonymity of the parties, may publish such summaries on its website and to other conciliators as a resource in order to encourage consistency of practice under these Rules. CEDR may also publish statistical and outline information on such disputes whilst preserving the anonymity of the parties.

7 Other

- 7.1 All references to 'working days' in these Rules shall be interpreted by reference to public and bank holidays in England and Wales.
- 7.2 CEDR will appoint a substitute conciliator if the conciliator originally appointed is unable to deal with the dispute for any reason. CEDR will inform the parties if such an appointment is made and the reasons for that appointment.
- 7.3 Neither CEDR nor the conciliator shall be liable to any party for any act or omission in connection with any conciliation conducted under these Rules.
- 7.4 These Rules are subject to revision and amendment from time to time. The edition of the Rules in force at the time the application is made will govern any conciliation under the Service.

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