

# CEDR Aviation Adjudication Scheme

## Scheme Rules

### Introduction

These rules apply to application forms received by Centre for Effective Dispute Resolution (CEDR) on or after 1 May 2022.

If you require this document in an alternative format, please contact us for further details.

## 1 General

- 1.1 The CEDR Aviation Adjudication Scheme (“the Scheme”) provides an informal and independent way of adjudicating disputes between an airline or airport that subscribes to the Scheme (“the subscribing company”) and their customers (“customers”). A full list of subscribing companies is available at [www.cedr.com/aviation](http://www.cedr.com/aviation).
- 1.2 Details of fees payable by customers are set out in section 6.
- 1.3 Decisions under the Scheme are taken by independent adjudicators appointed by CEDR to decide on the outcome of disputes dealt with under the Scheme. Decisions by adjudicators on eligible cases are only binding on the customer and the subscribing company when the customer accepts the decision. Acceptance by a customer must take place within 20 working days of the decision being issued for the decision to become binding on the subscribing company.
- 1.4 Applications to the Scheme will be accepted from customers or their nominated representatives.
- 1.5 A ‘customer’ is an individual who is either:
  - 1.5.1 The purchaser and/or the recipient of goods or services provided by an airline under an aviation services contract; or
  - 1.5.2 The user of an airport in connection with goods or services provided by an airline under an aviation services contract.
- 1.6 All claims in relation to a particular ‘flight’ (which is to be interpreted as a direct or directly connecting flight from a particular point of origin to a particular final destination) made under one booking reference must be made at the same time. Any subsequent claim(s) brought by the same or another customer or customers in relation to the same flight under the same booking reference cannot be dealt with by the Scheme. This does not preclude a customer or customers from bringing a subsequent claim or claims in relation to a different flight or flights under the same booking reference.

- 1.7 If a customer wishes to nominate a representative to act on their behalf, the customer must provide signed authority on their application to the Scheme confirming that they agree to the representative acting on their behalf.
- 1.8 A customer can use the Scheme if they have not been able to settle a dispute with the subscribing company after eight weeks have elapsed since first complaining to the subscribing company, or if the subscribing company has provided the customer with its final response in relation to the dispute which does not indicate clearly that there is the potential for further consideration of the complaint, otherwise known as a final position or deadlock letter. Where a dispute relates to problems faced by disabled passengers or passengers with reduced mobility when using air transport services, and the application to the Scheme is made prior to the date of travel, CEDR will have the discretion to waive this Rule if doing so is necessary to effectively deal with the dispute.
- 1.9 An adjudicator appointed under these Rules will make a decision on the dispute by considering the information and evidence received from the customer and the subscribing company, as well as the relevant law.
- 1.10 Any decision made by an adjudicator appointed under these Rules applies only to the specific dispute referred. Under no circumstances do decisions made by adjudicators set precedents.
- 1.11 Submission of an application to the Scheme does not remove a customer's right to bring a claim to court, and they may withdraw their case from the Scheme at any stage before the adjudicator's decision has been issued. Customers should be aware that court proceedings may result in a different outcome to that provided by the Scheme.

## **2 Scope of the Scheme**

- 2.1 The Scheme can be used to settle disputes between customers and subscribing companies stemming from aviation services contracts relating to a direct flight whose point of origin and/or final destination is in the United Kingdom, or aviation services contracts relating to a directly connecting flight where the point of origin, final destination or any point of connection takes place in the United Kingdom, in the following areas:
  - 2.1.1 Denied boarding, delay, or cancellation (for disputes involving airlines only);
  - 2.1.2 Destruction, damage, loss, or delayed transportation of baggage (for disputes involving airlines only);
  - 2.1.3 Destruction, damage, or loss of items worn or carried by the customer (for disputes involving airlines only);
  - 2.1.4 Problems faced by disabled passengers or passengers with reduced mobility when using air transport services (for disputes involving airlines and/or airports); and
  - 2.1.5 Any disputes arising where the customer alleges that the subscribing company has not acted fairly and/or where the subscribing company has failed to provide the service as agreed under the contract for aviation services (for disputes involving airlines only).

- 2.2 The Scheme cannot be used to settle disputes which fall into one or more of the following categories:
- 2.2.1 Claims which do not fall within the scope of the Scheme as set out at Rule 2.1 above;
  - 2.2.2 Claims brought by someone who does not fall within the definition of a “customer” under Rule 1.5 above;
  - 2.2.3 Claims which are made against an airline or airport that does not subscribe to the Scheme;
  - 2.2.4 Claims for personal injury or discrimination;
  - 2.2.5 Cases where it has been less than eight weeks since the customer first complained to the subscribing company, unless the subscribing company has provided the customer with its final position in relation to the dispute (where a dispute relates to problems faced by disabled passengers or passengers with reduced mobility when using air transport services, and the application to the Scheme is made prior to the date of travel, CEDR will have the discretion to waive this Rule if doing so is necessary to effectively deal with the dispute).
  - 2.2.6 The customer has made no attempt to contact the subscribing company about the dispute before applying to the Scheme;
  - 2.2.7 The dispute is frivolous and/or vexatious;
  - 2.2.8 The subject matter of the dispute is the same as an existing or previous valid application made to the Scheme by the same customer about the same flight(s) or event(s);
  - 2.2.9 The dispute has been or is the subject of court proceedings or an alternative independent procedure for the determination of disputes (unless such court proceedings or alternative procedure have been abandoned, stayed or suspended).
  - 2.2.10 Disputes where the customer is claiming a total sum of money which exceeds £10,000.
  - 2.2.11 The customer brought the claim to CEDR at least 12 months from the date upon which the subscribing company gave notice to the customer that the subscribing company was unable to resolve the complaint (or, where no notice is given, at least 12 months since the customer’s last attempt to contact the subscribing company);
  - 2.2.12 Where
    - i. the customer and subscribing company held bilateral negotiations at a date before CEDR became an ADR entity; and
    - ii. the subscribing company gave the customer a deadline for taking the complaint to CEDR; and
    - iii. that deadline was in accordance with CEDR’s rules when the subscribing company gave the deadline; and

- iv. the customer failed to bring his/her complaint to CEDR within that deadline.
- 2.2.13 Where dealing with such a type of dispute would seriously impair the effective operation of CEDR;
- 2.2.14 The dispute is about the general fairness of the terms of a contract for aviation services, or the general fairness of a subscribing company's commercial practices (NB. This does not exclude a dispute about the fairness of a particular contract term or commercial practice in relation to the customer's individual circumstances).
- 2.3 If the dispute is about something that is not covered by these Rules, the subscribing company can nevertheless agree to use the Scheme, but it does not have to.
- 2.4 Putting a dispute through the Scheme does not remove the customer's duty to pay the subscribing company any other amounts which are due and which are not disputed.
- 2.5 Where CEDR is made aware by the Civil Aviation Authority of a case or cases progressing through the UK or European courts which may affect the outcome of a dispute that has been brought to the Scheme:
  - 2.5.1 CEDR will advise the customer and give the customer the option to proceed with the CEDR case process, or to place their CEDR case on hold and await the final outcome of the court case before proceeding.
  - 2.5.2 CEDR will remind the customer that a limitation period may be applicable to bring the dispute before a court, and that placing their CEDR case on hold may lead to their claim being out of time for court action.
  - 2.5.3 If the customer chooses to proceed with the CEDR case process without awaiting the outcome of the court case, the customer will be made aware that if they had consented to put their CEDR case on hold then its eventual outcome may have been different.
  - 2.5.4 CEDR will inform the Civil Aviation Authority when the procedure provided for in this Rule is used.

### **3 Applying to use the Scheme**

- 3.1 To use the Scheme, a customer must submit a completed application form either through the Scheme's website or by post. Application forms are available from CEDR and on the Scheme website at <http://www.cedr.com/aviation/>. If a customer requires any special assistance with their application they can contact CEDR and reasonable adjustments will be made in line with the CEDR reasonable adjustments policy, which can be found on the CEDR website. Applications may be submitted in English or any other language used in the contract between the customer and the subscribing company.
- 3.2 On the application form, the customer must request at least one of the following remedies from the subscribing company:
  - 3.2.1 An apology;
  - 3.2.2 A product or service;

- 3.2.3 Something to be done about a bill or bills;
- 3.2.4 Some practical action to be taken;
- 3.2.5 A payment which must total no more than £10,000 (including VAT). This sum includes any claims for compensation, refunds, credits and/or waivers.
- 3.3 The customer is encouraged to clarify the remedies sought in as much detail as possible, but a failure to do this will not render an application invalid. If, in the opinion of CEDR, any aspect of a customer's application is unclear, CEDR will make one attempt to contact the customer to obtain clarification. This will not affect the case process or the associated timescales.
- 3.4 The claim should include details of:
  - 3.4.1 The service(s) provided by the subscribing company which the dispute is about;
  - 3.4.2 The precise issues which are in dispute;
  - 3.4.3 The steps already taken to attempt to reach a resolution with the subscribing company;
  - 3.4.4 The reasons for requesting the remedy or remedies sought; and
  - 3.4.5 The reasons for the amount of any compensation claimed.
- 3.5 The customer should supply any essential supporting documents with their application.
- 3.6 Submission of an application form does not remove a customer's right to bring a claim to court, and they may withdraw their case from the adjudication procedure at any stage prior to the adjudicator's decision being issued.

## **4 The adjudication procedure**

- 4.1 The Claim
  - 4.1.1 When an application form is received along with any supporting documents, CEDR will make an initial assessment within 15 working days as to whether or not the dispute falls within the scope of the Scheme. This assessment will be made by reference to Rules 2.1, 2.2 and 2.3 above.
  - 4.1.2 When an application is processed by CEDR, a case reference number will be allocated and communicated to the parties in correspondence from CEDR. Both the customer and the subscribing company must quote this case reference number in all subsequent correspondence with CEDR regarding the case.
  - 4.1.3 If CEDR considers the application to be valid, it will notify the subscribing company by sending an electronic copy of the customer's application form and any supporting documents to the subscribing company ("the notification").

- 4.1.4 If CEDR sends the notification to the subscribing company before 4.00pm, the subscribing company is deemed to have received it on that day. If CEDR sends the notification on or after 4.00pm, the subscribing company is deemed to have received it on the following working day.
- 4.1.5 Once the notification is deemed to have been received by the subscribing company, the subscribing company has 15 working days in which to either:
- i. Confirm to CEDR that it is prepared to give the customer all of the remedies requested on the CEDR application form or that it has agreed an alternative settlement by negotiation directly with the customer; or
  - ii. Send CEDR its written defence to the customer's claim.
- 4.1.6 If, before the expiry of the timescale at Rule 4.1.5 above, the customer contacts CEDR to add further evidence or submissions to their application, the subscribing company will be sent the extra documentation and the timescale at Rule 4.1.5 for the subscribing company to reach a settlement or file a defence will be restarted.
- 4.1.7 Where a dispute relates to problems faced by disabled passengers or passengers with reduced mobility when using air transport services, and the application to the Scheme is made prior to the date of travel, CEDR will have the discretion to vary the timescale at Rule 4.1.5 above if doing so is necessary to effectively deal with the dispute.
- 4.1.8 In exceptional circumstances, and with the approval of the Civil Aviation Authority, CEDR will have the discretion to vary the timescale at Rule 4.1.5 above.
- 4.2 Settlement
- 4.2.1 If the subscribing company agrees to give the customer all of the remedies they have asked for on their CEDR application form (i.e. a settlement in full), the subscribing company must notify CEDR of this within the timescale set out at Rule 4.1.5 above (or the timescale as varied under Rule 4.1.7 above). When CEDR receives notification from the subscribing company that a settlement in full has been reached, CEDR will close the case. The subscribing company must provide the customer with all of the remedies requested on the CEDR application form within 20 working days of CEDR being notified of the settlement in full, unless an alternative timescale has been agreed between the parties, and the subscribing company must provide evidence to CEDR that the necessary action(s) have been completed.
- 4.2.2 If the subscribing company reaches any other resolution with the customer to settle the dispute (i.e. a negotiated settlement), the subscribing company must notify CEDR of this within the timescale set out at Rule 4.1.5 above (or the timescale as varied under Rule 4.1.7 above). At the same time, the subscribing company must provide CEDR with evidence of the offer made to the customer and evidence confirming that the customer has accepted that offer in exchange for the closure of their CEDR case. When CEDR receives evidence of the negotiated settlement from the subscribing company, CEDR will close the case. If evidence of the negotiated settlement is not provided by the subscribing company, the case will remain active. The subscribing company must provide the customer with the remedies agreed as part of the negotiated settlement within 20 working days of CEDR being notified of the negotiated settlement, unless an alternative timescale has been agreed between the

parties, and the subscribing company must notify CEDR of the date on which the necessary action(s) were completed.

4.2.3 If the subscribing company has not confirmed that it has provided the customer with all of the remedies under the settlement in full or negotiated settlement within the relevant timescale, CEDR will re-open the case and will give the subscribing company 15 working days to either provide a defence to the customer's claim or to provide evidence showing that the remedies required under the settlement were provided within the relevant timescale. If the subscribing company provides evidence showing that the remedies required under the settlement were provided to the customer within the relevant timescale, the case will be withdrawn from the Scheme. If the subscribing company does not provide evidence showing that the remedies required under the settlement were provided to the customer within the relevant timescale, or the adjudicator does not accept such evidence, the case will proceed in line with Rule 4.4 below.

#### 4.3 Objections to eligibility

4.3.1 Within the timescale at Rule 4.1.5 above (or the timescale as varied under Rule 4.1.7 above), the subscribing company can object to CEDR dealing with the application.

4.3.2 In making an objection, the subscribing company must specify one or more reasons under Rule 2.1 or Rule 2.2 above as to why the application should not be continued. The evidential burden rests with the subscribing company to prove why the customer's application falls outside the scope of the Scheme.

4.3.3 A CEDR adjudicator will examine the subscribing company's objection and decide whether or not the objection is upheld. This decision will be communicated to the subscribing company within two working days of the objection being received by CEDR.

4.3.4 If the subscribing company's objection is not upheld by the adjudicator, the case will remain active, and an additional two working days will be added to the timeframe under Rule 4.1.5 (or the timeframe as varied under Rule 4.1.7) for the subscribing company to file a defence or settle the dispute. This time extension can be applied only once per case, and no time extensions will be given to any subsequent unsuccessful objections made by the subscribing company. If an adjudicator is subsequently appointed to determine the dispute, all objection correspondence will be forwarded to that adjudicator to be taken into account when reaching a final decision in the case.

4.3.5 If the subscribing company's objection is upheld by the adjudicator, CEDR will write to the customer to advise them of this and the reasons given for the objection within five working days of the objection being received by CEDR. The customer will then have a period of 10 working days to contact CEDR and provide reasons why the case is valid. Upon receipt of the customer's response, a CEDR adjudicator will decide whether or not to reinstate the case within two working days. The evidential burden at this stage rests with the customer to prove why the application falls within the scope of the Scheme.

4.3.6 In the event that the customer responds to CEDR within 10 working days after receipt of correspondence from CEDR regarding the objection being upheld, and the adjudicator

decides that the case falls within the scope of the Scheme, the case will be reinstated and the subscribing company will be given 10 working days to reach a settlement with the customer or to file a defence with CEDR.

4.3.7 If the customer makes no contact with CEDR within 10 working days of the subscribing company's objection being upheld, or the adjudicator does not consider that the case falls within the scope of the Scheme following receipt of the customer's response, the case will be withdrawn from the Scheme and the customer will be advised within five working days of the withdrawal.

#### 4.4 The Defence

4.4.1 When CEDR receives the subscribing company's defence, a copy of it will be sent to the customer.

4.4.2 Upon receipt of the defence, CEDR will formally appoint an adjudicator to the case.

4.4.3 If the subscribing company does not submit a defence to CEDR within the time allowed, the adjudicator will have the discretion to proceed to make a decision considering only the information provided by the customer.

4.4.4 The customer has a period of 10 working days from the date on which the subscribing company's defence is sent to them to provide any comments on the defence that they see fit. The customer is not required to submit comments on the subscribing company's defence. Any comments that are submitted must be restricted only to points raised in the subscribing company's defence and must not introduce any new matters or any new arguments. Any new matters or new arguments submitted by the customer at this stage will be disregarded by the adjudicator.

4.4.5 Where a dispute relates to problems faced by disabled passengers or passengers with reduced mobility when using air transport services, and the application to the Scheme is made prior to the date of travel, CEDR will have the discretion to vary the timescale at Rule 4.4.4 above if doing so is necessary to effectively deal with the dispute.

4.4.6 If the customer makes any comments on the subscribing company's response, CEDR will send a copy of those comments to the subscribing company for their information only.

4.4.7 Once CEDR has received a valid application from a customer, a defence from the subscribing company and the customer's comments on that defence, or the deadline for providing such documents has passed, CEDR will inform both the customer and subscribing company that a complete complaint file has been received.

#### 4.5 The Decision

4.5.1 An adjudicator appointed under these Rules will make a decision by considering the submissions and evidence received from the customer and the subscribing company. CEDR aims for decisions to be issued within 10 working days of a complete complaint file being received.

- 4.5.2 The adjudicator's decision will be set out in writing and will include full reasons for the decision. The adjudicator will send a copy of the decision to CEDR when complete.
- 4.5.3 Once CEDR receives a decision from an adjudicator, it will send copies to both the customer and the subscribing company simultaneously.
- 4.5.4 The adjudicator's decision will only become binding on the customer and the subscribing company if the customer advises CEDR that they accept the decision in full. The customer has 20 working days from the date on which CEDR sent the decision to the parties to notify CEDR of their acceptance.
- 4.5.5 If, during the time period specified at Rule 4.5.4 above, the customer advises CEDR that they reject the decision, or that they do not accept the decision in full, or if the customer fails to contact CEDR during the time period, the adjudicator's decision will not be binding on either party. The decision cannot be accepted at a later date.
- 4.5.6 Adjudicators' decisions are final. They cannot be reviewed or appealed under any circumstances.
- 4.6 Compliance with the Decision
  - 4.6.1 If the adjudicator's decision directs the subscribing company to take an action in relation to the customer, and the customer accepts the decision, the subscribing company must complete the necessary action(s) within 20 working days from the date on which CEDR notifies the subscribing company of the customer's acceptance of the decision. The subscribing company must provide evidence to CEDR that the necessary action(s) have been completed.
  - 4.6.2 If the subscribing company is for any reason unable to complete the necessary action(s) within the timescale at Rule 4.6.1 above, the subscribing company must advise the customer and CEDR why that is before the above timescale expires. At the same time, the subscribing company must specify a substitute date by which the necessary action(s) will be completed.
  - 4.6.3 If the customer informs CEDR that the subscribing company has not completed the required actions within the timescale set out at Rule 4.6.1 or any substitute timescale advised by the subscribing company under Rule 4.6.2, CEDR will contact the subscribing company to request compliance with the decision. In the event that the subscribing company does not respond or fails to comply with the decision within 10 working days, the matter will be escalated to a senior member of staff at the subscribing company.
  - 4.6.4 In the event that the subscribing company's failure to respond and/or failure to comply persists, this will constitute a breach of these Scheme Rules. In such an event, appropriate action can be taken by CEDR which may include suspension or termination of the subscribing company's membership of the Scheme and automatic notification of such action communicated to the Civil Aviation Authority.
  - 4.6.5 The contract between CEDR and a subscribing company requires the subscribing company

to agree that, once CEDR has accepted a complaint, the subscribing company may not withdraw before CEDR has made its decision. Furthermore, if the subscribing company terminates their participation in the Scheme, this will not affect the processing of and resolution of any disputes submitted by customers, and already accepted by CEDR, before the effective date of that termination, nor the subscribing company's obligation to comply with any binding outcome of the process.

## **5 Powers of the adjudicator**

- 5.1 The adjudicator will be fair and unbiased at all times and will make a decision that is in line with the relevant law, any relevant codes of practice, and contracts between the subscribing company and the customer. The adjudicator will act quickly and efficiently.
- 5.2 The adjudicator has the power to do any of the following:
  - 5.2.1 Extend any of the time limits for customer action set out in these Rules;
  - 5.2.2 Request further evidence or documents from the customer or the subscribing company, and set time limits (of at least ten working days) in which the customer and the subscribing company must provide such evidence or documents. However, oral hearings (i.e. face to face meetings or tele-conferences) cannot be required to take place unless the customer agrees. Records will be maintained of any discussions which take place with witnesses or experts as disputes are investigated, considered and determined.
  - 5.2.3 Proceed with the adjudication if either the customer or the subscribing company does not keep to these Rules or any instruction or direction made pursuant to these Rules;
  - 5.2.4 Consult any relevant evidence not presented by the parties (but the adjudicator must tell the customer and the subscribing company about such evidence and allow them to provide comments);
  - 5.2.5 Receive and take account of any evidence the adjudicator thinks is relevant;
  - 5.2.6 End the adjudication if, in the adjudicator's opinion, the entirety of the claim falls outside the scope of the Scheme (there is no appeal if the adjudicator decides to end the adjudication);
  - 5.2.7 End the adjudication if the customer and the subscribing company settle their dispute before a decision is made;
  - 5.2.8 Determine whether or not the subscribing company has complied with their decision, in the event that a dispute arises between the parties regarding compliance.
- 5.3 If the adjudicator finds that the customer's claim succeeds in full or in part, he or she can direct the subscribing company to:
  - 5.3.1 Provide the customer with an apology;

- 5.3.2 Provide the customer with a product or service;
- 5.3.3 Take some practical action;
- 5.3.4 Do something about one or more of the customer's bills;
- 5.3.5 Make a payment to the customer, the total value of which shall not exceed £10,000.00 (including VAT).
- 5.4 In exceptional circumstances, the adjudicator may award more than has been claimed by the customer.
- 5.5 Where the adjudicator directs the subscribing company to make a payment to the customer and such payment consists wholly or partly of compensation under the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019, the amount awarded to the customer will be as set out in those Regulations and will not be varied.
- 5.6 Where the adjudicator directs the subscribing company to make a payment to the customer in a currency other than Pound Sterling, the adjudicator will have the power to direct the way in which any relevant currency conversion to Pound Sterling is to be carried out.
- 5.7 Interest payments do not normally form part of any payment to the customer directed by the adjudicator.
- 5.8 If the adjudicator finds that the customer's claim does not succeed, the subscribing company will not be directed to take any action(s).

## **6 Costs**

- 6.1 Where an adjudicator makes a decision in a case which concludes that the customer's claim against the subscribing company does not succeed, the customer will be required to pay a fee of £25 to CEDR. This fee will be payable by the customer at the conclusion of the case process. A single fee is payable on a per case basis, regardless of the number of customers or issues involved.
- 6.2 Where any outcome to a case is reached other than that described in Rule 6.1 above, the customer will not be required to pay any fee to CEDR.
- 6.3 If a customer's complaint relates solely to EU Directive 1107/2006 or the Equality Act 2010, no fee will be payable by the customer.
- 6.4 No surcharge is levied for payment of fees made by credit/debit card.
- 6.5 The customer and the subscribing company must pay their own costs of preparing their cases. By using the Scheme, each party agrees not to take any legal action against the other to recover such costs.

## **7 Confidentiality**

- 7.1 By using the Scheme, the parties agree that CEDR may gather, retain and publish statistics and other information in relation to cases.
- 7.2 Customers are not bound by any confidentiality restrictions regarding their experience of the Scheme.
- 7.3 The General Data Protection Regulations (GDPR) apply to the Scheme, and all data submitted to CEDR with regard to customer complaints may be shared with the Civil Aviation Authority, including all personal data.

## **8 Other rules**

- 8.1 CEDR will appoint a substitute adjudicator if the adjudicator originally appointed is unable to deal with the dispute for any reason, including where a conflict of interest is discovered. CEDR will inform the parties if such an appointment is made. In the event that no substitute adjudicator is available, CEDR will assist the customer in transferring their complaint to another ADR entity, at no cost to the customer. If no other ADR entity is available, CEDR will only continue handling the case with the consent of the subscribing company and the customer. If that consent is withheld CEDR will refund the fee already paid by the customer.
- 8.2 With the exception of amending a decision following any minor error, neither CEDR nor the adjudicator will enter into correspondence relating to any decision.
- 8.3 If the customer or the subscribing company has a complaint about the quality of service provided in the course of the administration of a CEDR case, the complaint should be made through the published complaints procedure, copies of which are available from the CEDR website. The complaints procedure cannot be used to challenge the content or outcome of an adjudicator's decision, the decision process adopted by an adjudicator, or the content of these Rules.
- 8.4 If either the customer or the subscribing company requires their original documentation to be returned to them, they must make such a request at the start of the process. If no such request is made, CEDR will dispose of the documents securely.
- 8.5 Any subscribing company that wishes to leave the Scheme must provide CEDR with a notice period of three months. In the event that a subscribing company gives notice to leave the Scheme, any complaints submitted by customers prior to the end of the notice period will be completed through to an ADR outcome. The subscribing company will remain bound to pay any awards determined by adjudicators and the Scheme Rules will apply to such complaints, even once the notice period is completed.
- 8.6 Any reference in these Rules to working days by definition excludes Saturdays, Sundays and bank/public holidays celebrated in England and Wales.
- 8.7 The Scheme, including these Rules, may be updated from time to time, subject to authorisation from the Civil Aviation Authority.