



# CEDR Aviation Adjudication Scheme

## Scheme Rules

(March 2026 edition)

These rules apply to completed application forms received by CEDR on or after 1 March 2026.

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

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## 1. Introduction

- 1.1. The CEDR Aviation Adjudication Scheme (“the Scheme”) is administered by Centre for Effective Dispute Resolution (“CEDR”). The Scheme provides an informal and independent way of resolving disputes between an airline or airport that subscribes to the Scheme (“the Company”) and its customers (“the Customer”) – together known as “the Parties”. This is done by way of an adjudication process (“the Adjudication”). The airlines and airports that subscribe to the Scheme can be found [here](#).
- 1.2. To use the Scheme, the Customer must send a completed application form (“the Application”) to CEDR setting out their complaint. For information about the costs of using the Scheme, please see Rule 6.
- 1.3. Where applicable under these Rules, an independent adjudicator will be appointed by CEDR from its Adjudication Panel to decide the outcome of the complaint (“the Adjudicator”). The Adjudicator’s decision (as set out at Rule 4.5) is only binding on the Parties if the Customer accepts it within 30 working days of the decision being issued.
- 1.4. A ‘Customer’ is an individual or group of individuals who is one of the following:
  - 1.4.1. The purchaser and/or recipient of passenger aviation services provided by an airline under a passenger aviation contract; or
  - 1.4.2. The user of an airport in connection with passenger aviation services provided by an airline under a passenger aviation contract; or
  - 1.4.3. The recipient of passenger aviation services provided by an airline under a package holiday contract (i.e. in relation to the flight element of the package holiday contract only).
- 1.5. The Customer can only use the Scheme if:
  - 1.5.1. the complaint has not been settled, and eight weeks have passed from the date on which the Customer first complained to the Company; or
  - 1.5.2. the Company has notified the Customer that it is unable to resolve the complaint (i.e. the complaint has reached “Deadlock”); or

1.5.3. the Customer has not been able to complain to the Company because they have not been able to contact them, despite making reasonable efforts to do so (generally, contact must be made via a method set out in the Company's complaints procedure).

Where the complaint relates to problems faced by a Customer who has a disability, and/or is a passenger with reduced mobility, when using passenger aviation services, and the application to the Scheme is made prior to the date of travel, CEDR will have the discretion to waive the requirements of this Rule if doing so is necessary to effectively deal with the complaint.

1.6. Applications to the Scheme will be accepted from customers or their appointed representatives. A representative can only be appointed if:

1.6.1. the Customer provides, with their application to the Scheme, signed authority confirming that they agree to the representative acting on their behalf; or

1.6.2. the representative provides, with the application to the Scheme, a valid legal document giving them authority to act on the Customer's behalf (e.g. a valid will or lasting power of attorney).

N.B. In the event that the Customer wishes to be represented by a Claims Management Company ("CMC"), this will only be permitted where the CMC is regulated by the Solicitors' Regulation Authority (SRA) and/or the Financial Conduct Authority (FCA).

1.7. A 'Flight' is a direct flight, or directly connecting flights, from the point of origin to the final destination as set out in the booking. All complaints in relation to a Flight booked under one booking reference must be brought to the Scheme in one Application (in exceptional circumstances, CEDR will have the discretion to waive this requirement if necessary for the effective operation of the Scheme). This does not prevent Customers bringing subsequent complaints in relation to a different Flight or Flights under the same booking reference.

1.8. Applications to the Scheme may be made in respect of more than one Customer and/or more than one booking reference. However, CEDR will have the discretion to require a complaint to be separated into more than one application, or to require more than one application to be combined, if necessary for the effective operation of the Scheme.

- 1.9. An adjudicator appointed under these Rules will make a decision by considering the information received from the Parties, and those laws, regulations, contracts and guidance documents that an adjudicator considers to be relevant.
- 1.10. Any decision made by an adjudicator applies only to the specific complaint referred to the Scheme. Under no circumstances do decisions made by adjudicators set precedents for other complaints.
- 1.11. Making an application to the Scheme does not remove a Customer's right to bring a claim to court, and they may withdraw their complaint 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.
- 1.12. Once an Application has been received by CEDR, the Company may not withdraw from the Adjudication. If the Company terminates its participation in the Scheme, this will not affect any Applications already received by CEDR before the effective date of that termination, nor the Company's obligation to comply with any binding outcome of the process.

## **2. What the Scheme covers**

- 2.1. The Scheme can be used to resolve complaints between a Customer and a Company stemming from passenger aviation contracts relating to a Flight with a point of origin and/or final destination and/or point of connection in the United Kingdom, in the following areas:
  - 2.1.1. denied boarding, delay or cancellation (for complaints involving airlines only);
  - 2.1.2. destruction, damage, loss or delayed baggage (for complaints involving airlines only);
  - 2.1.3. destruction, damage or loss of items worn or carried by the Customer (for complaints involving airlines only);
  - 2.1.4. problems faced by a Customer who has a disability, and/or is a passenger with reduced mobility, when using passenger aviation services (for complaints involving either airlines or airports); and
  - 2.1.5. any complaint arising where the Customer alleges that the Company has not provided them with the service as agreed, and/or in a fair way, under the contract for passenger aviation services (for complaints involving airlines only).

When an application is received that meets the requirements of this Rule, and none of the exclusions in Rule 2.2 apply, it will be considered to be a valid application.

2.2. The Scheme cannot consider complaints, or parts of complaints, which fall into one or more of the following categories:

- 2.2.1 applications that are made to the Scheme by (or, in the case of nominated representatives under Rule 1.6, on behalf of) someone who does not fall within the definition of a 'Customer' in Rule 1.4;
- 2.2.2 applications that are made against a company that does not subscribe to the Scheme;
- 2.2.3 cases where the Customer has not complained to the Company at all or where it has been less than eight weeks since the Customer first complained to the Company and the complaint has not reached Deadlock, unless Rule 1.5.3 applies (where a complaint relates to a matter as set out in Rule 2.1.4, and the complaint is brought to the Scheme 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 complaint);
- 2.2.4 applications received by CEDR more than 12 months from the date on which the Company has notified the Customer that they have reached Deadlock (or, where no Deadlock has been reached, it has been more than 12 months since the Customer's last attempt to contact the Company), unless the Parties agree to extend this timeframe. For notices sent by post, in the absence of evidence of an alternative date of receipt, this timeframe will begin three working days after the date on which the notice was sent to the Customer;
- 2.2.5 complaints that contain no aspect relating to the issues set out at Rule 2.1;
- 2.2.6 applications where a total sum that exceeds £10,000.00 has been claimed (inclusive of VAT (if any)) (this sum includes any claims for compensation, vouchers, refunds, credits and/or waivers);
- 2.2.7 complaints, which in the opinion of CEDR, are more appropriately dealt with by a court, regulatory body, or other formal process;
- 2.2.8 complaints that CEDR considers to be frivolous and/or vexatious;
- 2.2.9 complaints that are the subject of either:
  - 2.2.9.1 an existing application made by the Customer; or
  - 2.2.9.2 a previous valid application that reached a resolution through the Scheme, whether by settlement or by adjudication, by the Customer; or

- 2.2.9.3 an existing application, or previous valid application, made in relation to the same Flight under the same booking reference number already brought by the same or another Customer (unless CEDR has granted an exception to this under Rule 1.7).
  - 2.2.10 complaints that have been, or are, the subject of court proceedings or an alternative independent procedure for the determination of disputes (unless such proceedings or alternative procedure have been abandoned, stayed or suspended);
  - 2.2.11 complaints that are about the fairness of the Company's general commercial practices and/or commercial decisions;
  - 2.2.12 complaints about one or more of the following matters:
    - 2.2.12.1 personal injury;
    - 2.2.12.2 discrimination;
    - 2.2.12.3 fraud or other criminal matters;
    - 2.2.12.4 data protection;
  - 2.2.13 complaints that have been agreed by the Parties to be settled before the date on which the Application was sent to the Company (in line with Rule 4.1.3), unless CEDR considers that the terms of that settlement have not been fulfilled within a reasonable time;
  - 2.2.14 where, in the opinion of CEDR, the details of the complaint set out in the Application materially differ from the details that were provided by the Customer when meeting the requirements in Rule 1.5;
  - 2.2.15 applications where the Customer has not requested any of the remedies set out at Rule 3.2;
  - 2.2.16 complaints that would seriously impair the effective operation of CEDR if considered.
- 2.3 If the whole complaint falls outside the scope of the Scheme, it will be withdrawn from the Scheme. If part of the complaint falls outside the scope of the Scheme but part is in scope, only the part that is in scope will proceed (unless it is not practicable to do so).
- 2.4 Any complaint, or part of a complaint, that falls outside the scope of the Scheme can proceed if the Company and CEDR gives its express agreement for this to happen.
- 2.5 Making an application to the Scheme does not take away the Customer's duty to pay the Company any amounts billed or charged.

- 2.6 Where CEDR is notified by the Civil Aviation Authority (“the CAA”) of a case or cases progressing through the courts that may affect the outcome of a complaint that has been brought as a valid application to the Scheme and has not yet reached a resolution, whether by settlement or by adjudication:
- 2.6.1 CEDR will notify the Customer of this and give the Customer the option to either proceed with the Adjudication, or to place the Adjudication on hold and only proceed after the final conclusion of the court case(s) has been reached; and
  - 2.6.2 CEDR will notify the Customer that a limitation period may be applicable to bring the complaint before a court, and that placing the Adjudication on hold may lead to their complaint being out of time for court action; and
  - 2.6.3 If the Customer chooses to proceed with the Adjudication, CEDR will notify the Customer that if they had agreed to place the Adjudication on hold then the outcome of the complaint may have been different; and
  - 2.6.4 CEDR will notify the CAA when this Rule is used.

N.B. If the Customer chooses to place the Adjudication on hold in line with Rule 2.6.1, the Customer can, at any point before the final conclusion of the court case(s), instead proceed with the Adjudication by notifying CEDR.

### 3. Applying to use the Scheme

- 3.1. To apply to use the Scheme, the Customer must send to CEDR a completed application form, which can be done by post or online. Application forms are available from CEDR and on the Scheme website at [www.cedr.com/consumer/aviation/overview/](http://www.cedr.com/consumer/aviation/overview/). If a customer requires any special assistance with their application they can contact CEDR and reasonable adjustments will be made in line with CEDR’s reasonable adjustments policy, which can be found [here](#).
- 3.2. In the Application, the Customer must request at least one of the following remedies from the Company (the requested remedies must be able to be directed by an adjudicator in line with Rule 5.4, and must only affect and/or apply to the Customer):
  - 3.2.1. an apology;
  - 3.2.2. a product and/or service;
  - 3.2.3. some practical action to be taken by the Company;

- 3.2.4. a payment that must total no more than £10,000.00 (inclusive of VAT (if any)) (this sum includes any claims for compensation, vouchers, refunds, credits and/or waivers).
- 3.3. The Application should include details of:
- 3.3.1. the service(s) provided by the Company that the complaint is about;
  - 3.3.2. the background to the complaint;
  - 3.3.3. the precise issues that are in dispute;
  - 3.3.4. the steps already taken to attempt to reach a resolution with the Company;
  - 3.3.5. the reasons for requesting the remedy or remedies asked for; and
  - 3.3.6. the reasons for the amount of any money requested.
- 3.4. The Customer should provide with the Application any relevant documents and/or evidence that supports their complaint. It is the Parties' responsibility to provide the documents and/or evidence that they wish to rely on. CEDR only has access to information and evidence that the Parties have specifically provided in connection with the complaint.
- 3.5. The Customer is encouraged to clarify the remedy or remedies requested in as much detail as possible, but a failure to do this will not make the Application invalid unless Rule 2.2.15 applies.

## **4. The Adjudication process**

### **4.1. The Application**

- 4.1.1. When the Application is received along with any supporting documents, CEDR will make an initial assessment within 15 working days as to whether or not the Application appears to meet the requirements of Rules 2 and 3 (NB. this initial assessment does not prevent the complaint from being withdrawn from the Scheme at a later date in line with the objection process (at Rule 4.3) or an adjudicator's powers (at Rule 5.2)).
- 4.1.2. When the Application is processed by CEDR, a case reference number will be given to the Parties. The Parties must quote this case reference number in all communication with CEDR regarding the complaint.
- 4.1.3. If the Application is initially assessed as appearing to meet the requirements of Rules 2 and 3, CEDR will notify the Company by sending an electronic copy of the Application,

and any supporting documents that the Customer has provided, to the Company (“the Notification”).

- 4.1.4. If CEDR sends the Notification to the Company before 4.00pm, the Company is considered to have received it on that day. If CEDR sends the Notification at or after 4.00pm, the Company is considered to have received it on the following working day.
- 4.1.5. Once the Notification is considered to have been received by the Company, the Company has 20 working days to take one of the following actions:
  - 4.1.5.1. confirm to CEDR that it wishes to settle the complaint in line with Rule 4.2; or
  - 4.1.5.2. object, in line with Rule 4.3, to the complaint being considered by CEDR to fall within the scope of the Scheme; or
  - 4.1.5.3. submit to CEDR its written response to the Customer’s complaint (“the Response”) in line with Rule 4.4.
- 4.1.6. Once the Application is submitted to CEDR, an amendment to any aspect of it, or addition of further evidence or submissions, can only be requested by the Customer if none of the following apply:
  - 4.1.6.1. the complaint has been resolved as settled in line with Rule 4.2;
  - 4.1.6.2. the complaint has been withdrawn in line with Rule 4.3 because it is out of scope;
  - 4.1.6.3. the Company has submitted the Response to the complaint in line with Rule 4.4.

If the Customer requests to amend any aspect of the Application or to add further evidence or submissions, they must contact CEDR with the amendments and/or additions and give reasons why they should be taken into account. It will be at the sole discretion of CEDR whether or not to allow this. If it is allowed, the Company will be sent the updated information and the timeframe for the Company to take one of the actions in Rule 4.1.5 will be restarted.

- 4.1.7. Where a complaint relates to problems faced by a Customer who has a disability, and/or is a passenger with reduced mobility, when using passenger aviation services, and the application to the Scheme is made prior to date of travel, CEDR will have the discretion to vary the timeframe set out at Rule 4.1.5 if doing so is necessary to effectively deal with the complaint.
- 4.1.8. In exceptional circumstances, and with the approval of the CAA, CEDR will have the discretion to vary the timeframe as set out at Rule 4.1.5.

## 4.2. Settlements

- 4.2.1. If the Company agrees to give the Customer all the remedies requested in the Application (a “Settlement in Full”), the Company must notify CEDR of this within the timeframe set out at Rule 4.1.5 (or the timeframe as varied elsewhere in these Rules). A Settlement in Full is reached where the Company agrees to provide all of the remedies requested in the Application. However, in the event that the Customer has requested one or more remedies (or an aspect of those remedies) that do not meet the requirements of Rule 3.2, the Company need only agree to provide those remedies that meet the requirements of Rule 3.2.
- 4.2.2. When CEDR receives notification from the Company that a Settlement in Full has been reached, CEDR will close the complaint as resolved. In order to fulfil the settlement, the Company must provide the Customer with all these remedies within 20 working days of CEDR closing the complaint as resolved, unless an alternative timeframe has been agreed between the Parties.
- 4.2.3. If the Customer considers that the settlement offered by the Company under Rule 4.2.1 is not a Settlement in Full, the Customer must notify CEDR within 20 working days of the date on which CEDR closed the complaint as resolved (in exceptional circumstances, CEDR will allow such a notification outside of this timeframe). When notifying CEDR of this, the Customer must detail which of the remedies have not been offered. CEDR will then consider whether or not a Settlement in Full has been offered by the Company. If CEDR considers that a Settlement in Full has been offered by the Company, the complaint will remain closed as resolved. If CEDR considers that the settlement offered by the Company is not a Settlement in Full, the timeframe will be restarted for the Company to take one of the actions in Rule 4.1.5.
- 4.2.4. If the Company reaches any other resolution with the Customer to settle the complaint (a “Negotiated Settlement”), the Company must notify CEDR of this within the timeframe set out at Rule 4.1.5 (or the timeframe as varied elsewhere in these Rules). At the same time, the Company must provide CEDR with evidence of the offer made to the Customer and evidence confirming that the Customer has accepted that offer in full and final settlement, and therefore closure, of their complaint. When CEDR receives evidence of the Negotiated Settlement from the Company, CEDR will close the complaint as resolved. If evidence of the Negotiated Settlement is not provided, the complaint will remain active. In order to fulfil the settlement, the Company must provide the Customer with all the agreed remedies within 20 working days of CEDR being notified of the

Negotiated Settlement, unless an alternative timeframe has been agreed between the Parties.

- 4.2.5. If the Customer considers that the Company has not fulfilled the Settlement in Full or Negotiated Settlement, the Customer must notify CEDR within 20 working days of the expiry of the relevant timeframe (in exceptional circumstances, CEDR will allow such a notification outside of this timeframe). When notifying CEDR of this, the Customer must detail which of the remedies have not been provided. Upon the Customer notifying CEDR that one or more remedies remain outstanding, CEDR will consider whether or not the settlement appears to have been fulfilled. If CEDR considers that the settlement does not appear to have been fulfilled, it will re-open the complaint and give the Company five working days to either show that the remedies required under the settlement have been provided, or object to the complaint being considered by CEDR (in line with Rule 4.3), or to submit the Response (in line with Rule 4.4). If the Company provides sufficient evidence showing that the settlement has been fulfilled, the complaint will be closed as resolved. If the Company does not provide sufficient evidence showing that the settlement has been fulfilled, the complaint will proceed in line with Rule 4.5.

#### 4.3. **Objections**

- 4.3.1. Within the timeframe at Rule 4.1.5 (or the timeframe as varied elsewhere in these Rules), the Company can object to the complaint being considered by CEDR to fall within the scope of the Scheme. For clarity, the Company can object if it considers the complaint to fall partly or entirely outside the scope of the Scheme.
- 4.3.2. In making an objection, the Company must contact CEDR and specify one or more reasons in Rule 2.2 as to why part or all of the complaint falls outside the scope of the Scheme. The Company must show why part or all of the complaint falls outside the scope of the Scheme.
- 4.3.3. An adjudicator will consider the objection and decide whether or not they agree that the Company has shown that part or all of the complaint falls outside the scope of the Scheme. CEDR will aim to communicate this to the Parties within two working days of the objection being received.
- 4.3.4. When an objection is made, the timeframe at Rule 4.1.5 (or the timeframe as varied elsewhere in these Rules) will be put on hold until the outcome of the objection is communicated to the Parties by CEDR.

- 4.3.5. If an adjudicator does not agree that the Company has shown that any part of the complaint falls outside the scope of the Scheme, the objection will be rejected. If the objection is rejected, the complaint will remain active and an additional two working days will be added to the remaining timeframe in Rule 4.1.5 (or the timeframe as varied elsewhere in these Rules) for the Company to settle the complaint, to make a further objection or to submit the Response to CEDR. This time extension can only be applied once, and no time extensions will be given to any subsequent rejected objections. If an adjudicator is subsequently appointed to make a decision on the complaint, all details of the objection will be given to that adjudicator.
- 4.3.6. If an adjudicator agrees that the Company has shown that all of the complaint falls outside the scope of the Scheme, the objection will be upheld. If the objection is upheld, the Customer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Scheme, if they wish to do so. An adjudicator will then consider whether or not to reject the objection (NB. the adjudicator may agree to only part of the complaint continuing). CEDR will aim to communicate this to the Parties within two working days. At this point, it is for the Customer to show why part or all of the complaint falls within the scope of the Scheme.
- 4.3.7. If an adjudicator agrees that the Company has shown that part of the complaint falls outside the scope of the Scheme, the objection will be upheld in relation to that part only. If the objection is upheld in relation to that part, the Customer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Scheme, if they wish to do so. An adjudicator will then consider whether or not to reject the objection (NB. the adjudicator may agree to only part of the complaint continuing). CEDR will aim to communicate this to the Parties within two working days. At this point, it is for the Customer to show why part or all of the complaint falls within the scope of the Scheme.
- 4.3.8. Following the completion of the relevant process under either Rule 4.3.6 or Rule 4.3.7, if an adjudicator decides that part or all of the complaint falls within the scope of the Scheme, the objection will be rejected and the timeframe will be restarted for the Company to take one of the actions in Rule 4.1.5. If an adjudicator decides that no part of the complaint falls within the scope of the Scheme, the complaint will be withdrawn from the Scheme. The decision to withdraw the complaint from the Scheme is final and cannot be reviewed or appealed.

#### 4.4. The Response

- 4.4.1. When CEDR receives the Response, a copy of it will be sent to the Customer.
- 4.4.2. If the Company does not submit the Response to CEDR within the timeframe set out at Rule 4.1.5 (or the timeframe as varied elsewhere in these Rules), the Adjudicator will have the power to make a decision considering only the information provided by the Customer as set out at Rule 5.2.3.
- 4.4.3. The Customer has 10 working days from the date on which the Response is sent to them to provide any comments on the Response (in exceptional circumstances, CEDR may, at its own discretion, grant the Customer an extension of the deadline for providing comments on the Response). The Customer does not have to provide comments on the Response. If the Customer does provide comments on the Response, those comments can only relate to points raised in the Response and must not introduce any new matters. Any new matters put forward by the Customer at this stage will not be taken into account by the Adjudicator when making their decision.
- 4.4.4. Where a complaint relates to problems faced by a Customer who has a disability, and/or is a passenger with reduced mobility, when using passenger aviation services, and the application to the Scheme is made prior to date of travel, CEDR will have the discretion to vary the timeframe set out at Rule 4.4.3 if doing so is necessary to effectively deal with the complaint.
- 4.4.5. If the Customer makes any comments on the Response, CEDR will send a copy of those comments to the Company for their information only.
- 4.4.6. Upon receipt of the Customer's comments on the Response, or the expiry of the timeframe at Rule 4.4.3 (or the timeframe as varied at Rule 4.4.4), CEDR will appoint the Adjudicator to decide the outcome of the complaint. Any further comments, information and/or evidence received from the Parties after this point will be sent to the Adjudicator. However, the Adjudicator will have the power to decide whether or not to take some or all of the comments, information and/or evidence into account (as set out at Rule 5.2). If the Adjudicator decides to take such further comments, information and/or evidence into account, these will be shared with the other party for their information only.

#### 4.5. The Decision

- 4.5.1. The Adjudicator appointed under these Rules will produce a written decision on the complaint ("the Decision") by considering the information received from the Parties, any

relevant laws, regulations, contracts and any applicable guidance. The Decision will generally be issued within 10 working days of the Adjudicator being appointed in line with Rule 4.4.6.

- 4.5.2. The Decision will be set out in writing and will include full reasons for the outcome reached.
- 4.5.3. Once CEDR receives the Decision from the Adjudicator, it will be sent to the Parties simultaneously.
- 4.5.4. The Customer has 30 working days from the date on which the Decision is sent to them to notify CEDR whether they accept the Decision in full or reject it. Decisions cannot be accepted in part.
- 4.5.5. If, during the timeframe set out at Rule 4.5.4, the Customer notifies CEDR that they accept the Decision in full, the Decision will become binding on the Parties. CEDR will notify the Company of this.
- 4.5.6. If, during the timeframe set out at Rule 4.5.4, the Customer notifies CEDR that they reject the Decision or do not accept the Decision in full, or the Customer does not otherwise clearly notify CEDR that they accept the Decision in full, the Decision will not be binding on either of the Parties. CEDR will notify the Company of this.
- 4.5.7. The Decision cannot be accepted once the timeframe set out at Rule 4.5.4 has expired.
- 4.5.8. The Adjudicator's Decision is final. It cannot be reviewed or appealed. Any further comments, information and/or evidence received from the Parties after the Decision has been issued will not be considered.

#### 4.6. **Compliance with the Decision**

- 4.6.1. If the Decision directs the Company to take any of the actions set out at Rule 5.4, and the Customer accepts the Decision in line with Rule 4.5.5, the Company must comply with the Decision by completing the necessary action(s) within 20 working days from the date on which CEDR notifies the Company of the Customer's acceptance of the Decision.
- 4.6.2. If the Company is, for any reason, unable to comply with the Decision within the timeframe in Rule 4.6.1, the Company must notify CEDR why this is before the timeframe expires. At the same time, the Company must provide a substitute date by which it will comply with the Decision.
- 4.6.3. If the Customer considers that the Company has not complied with the Decision within the timeframe set out at Rule 4.6.1, or any substitute timeframe in Rule 4.6.2, the Customer must notify CEDR. When notifying CEDR of this, the Customer must detail

which of the remedies have not been provided. Upon the Customer notifying CEDR that one or more remedies remain outstanding, CEDR will consider whether or not the Decision appears to have been complied with. If CEDR considers that the Decision appears to have been complied with, the complaint will be closed as resolved. If CEDR considers that the Decision does not appear to have been complied with, CEDR will contact the Company to request that it complies within five working days.

- 4.6.4. In the event that a dispute arises between the Parties regarding compliance at any point, the Adjudicator will determine whether the Company has complied with the Decision. If the Adjudicator determines that the Company has complied with the Decision, the complaint will be closed as resolved. If the Adjudicator determines that the Company has not complied with the Decision, CEDR will contact the Company to request that it complies within five working days.
- 4.6.5. In the event that the Company does not comply with the Decision within five working days as set out at Rule 4.6.3 (or the five working days under Rule 4.6.4 if a dispute arises between the Parties regarding compliance), the matter will be escalated to a senior member of staff at the Company.
- 4.6.6. In the event that non-compliance with the Decision continues, appropriate action will be taken by CEDR. This may include suspension or termination of the Company's subscription to the Scheme.
- 4.6.7. CEDR is unable to enforce compliance with the Decision, nor is CEDR able to apply penalties or sanctions to the Company for non-compliance with the Decision.

## **5. Powers of an adjudicator**

- 5.1. Adjudicators will be fair and unbiased throughout the Adjudication process and will make decisions that are based on the information received from the Parties, and those laws, regulations, contracts and guidance documents that an adjudicator considers to be relevant. Adjudicators will act as quickly and efficiently as possible, considering complaints in a fair and reasonable way.
- 5.2. An adjudicator has the power to do any of the following:
  - 5.2.1. change any of the time limits set out in these Rules;

- 5.2.2. request further comments and/or evidence from the Parties, and set time limits (of at least 10 working days) within which the Parties must provide such comments and/or evidence;
  - 5.2.3. proceed with the Adjudication process if either of the Parties does not keep to these Rules, or any instruction or direction made under these Rules;
  - 5.2.4. consult any evidence not provided by either of the Parties, which the adjudicator considers to be necessary to make a decision. If this power is used, the Parties must be given an opportunity to provide comments on this evidence (NB. this power does not apply to evidence that the Parties ought reasonably to be aware of or have access to; the law, any legal or regulatory requirements; and any other published industry guidance);
  - 5.2.5. take into account any evidence provided by either of the Parties that the adjudicator considers to be relevant to matters already raised in the complaint. If this power is used, the party that did not provide the evidence must be given an opportunity to comment on it;
  - 5.2.6. withdraw a complaint from the Scheme if, in their opinion, the entirety of the complaint falls outside the scope of the Scheme (this decision cannot be reviewed or appealed);
  - 5.2.7. close a complaint as resolved if the Parties settle the complaint before the Decision is made;
  - 5.2.8. determine whether or not the Company has fulfilled a settlement, in the event that a dispute arises between the Parties regarding its fulfilment;
  - 5.2.9. determine whether or not the Company has complied with the Decision, in the event that a dispute arises between the Parties regarding compliance.
- 5.3. Neither of the Parties can challenge an adjudicator's use or non-use of the powers set out at Rule 5.2.
- 5.4. If the Adjudicator finds that the Customer's complaint succeeds in full or in part, they can direct the Company to:
- 5.4.1. provide the Customer with a written apology (NB. the Adjudicator cannot direct an apology from a specific individual or team);
  - 5.4.2. provide the Customer with one or more of the Company's available products and/or services;
  - 5.4.3. take an action that they consider the Company can reasonably carry out;

5.4.4. make a payment to the Customer, the total value of which shall not exceed £10,000.00 (inclusive of VAT).

NB.

- The remedies directed by the Adjudicator must only affect and/or apply to the Customer.
- The Adjudicator will not be able to direct the Company to take an action that affects its commercial practices and/or commercial decisions.
- The Adjudicator will not be able to direct the Company to take an action that interferes with applicable safety regulations.

5.5. The Adjudicator may award less than has been previously offered to the Customer by the Company. The Adjudicator may award more than has been requested by the Customer.

5.6. Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 (“EU261”) has been implemented into UK law by the Air Passenger Rights and Air Travel Organisers’ Licensing (Amendment) (EU Exit) Regulations 2019 (“UK261”). If the Adjudicator directs the Company to make a payment to the Customer and such payment consists wholly or partly of compensation under UK261, the amount awarded to the Customer will be as set out in that Regulation and will not be varied.

5.7. If the Adjudicator directs the Company to make a payment to the Customer in a currency other than Pound Sterling (GBP), the Adjudicator will have the power to direct the way in which any relevant currency conversion to Pound Sterling is to be carried out.

5.8. Interest payments do not normally form part of any payment to the Customer directed by the Adjudicator.

5.9. If the Adjudicator finds that the Customer’s complaint does not succeed, they will not direct the Company to take any of the actions set out at Rule 5.4.

## **6. Costs**

6.1. If the Adjudicator finds that the Customer’s complaint succeeds in full or in part, the use of the Scheme will be free of charge to the Customer.

- 6.2. If the Adjudicator finds that the Customer's complaint does not succeed, the use of the Scheme will be free of charge to the Customer unless the Customer is represented by a CMC. If the Customer is represented by a CMC, the CMC will be required to pay a fee of £25.00 to CEDR. This fee will be payable at the conclusion of the case. A single fee is payable on a per case basis, regardless of the number of customers or issues involved.
- 6.3. The Company is separately responsible for paying CEDR a fee per case. By using the Scheme, the Company agrees not to take legal action against the Customer to recover fees paid to CEDR.
- 6.4. Neither of the Parties needs to use legal representation, although either can do so if they wish.
- 6.5. The Parties must pay their own costs of using the Scheme.
- 6.6. If either of the Parties incurs costs through the use of legal representation and/or using the Scheme, the Parties agree not to claim the costs of doing so from each other, whether through the Scheme or through legal action.

## **7. Confidentiality and data sharing**

- 7.1. Neither of the Parties will give details of the Adjudication or the Decision to any person or organisation not directly involved in the Adjudication, unless:
- 7.1.1. it is necessary in order to enforce the Decision;
  - 7.1.2. it is necessary in order to seek advice on pursuing the complaint in an alternative forum;
  - 7.1.3. it is necessary in order to seek redress from an alternative forum; or
  - 7.1.4. CEDR gives its express written consent for such details to be shared.
- 7.2. By using the Scheme, the Parties agree that CEDR may gather, retain and publish statistics and other information in relation to complaints, whilst preserving the anonymity of the Parties.
- 7.3. The United Kingdom General Data Protection Regulation (UK GDPR) applies to the Scheme, and all data provided to CEDR in relation to complaints may be shared with the industry regulator, the CAA, by CEDR or the Customer, including all personal data.

7.4. By using the Scheme, the Customer gives their consent for any relevant personal data held by the Company to be shared with CEDR and the Adjudicator for the purposes of the Adjudication process.

## 8. Other rules

8.1. CEDR will appoint a substitute adjudicator if the Adjudicator originally appointed is unable to deal with the complaint for any reason. CEDR will inform the Parties if such an appointment is made.

8.2. With the exception of amending a decision following any minor error and/or providing clarification on a specific point in a decision, neither CEDR nor an adjudicator will enter into correspondence with the Parties relating to any decision.

8.3. If either of the Parties has a complaint about the quality of service provided by CEDR, the complaint should be made through the published complaints procedure, copies of which are available on the CEDR website (NB. 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 of the Parties sends physical documents and/or evidence to CEDR, digital copies will be made and the physical documents and/or evidence will be immediately and securely destroyed, unless the party requests their return (this request must be made at the same time as the physical documents and/or evidence are sent to CEDR). CEDR does not keep any physical documents and/or evidence on its premises.

8.5. Any reference in these Rules to 'working days' excludes Saturdays, Sundays and public holidays (i.e. bank holidays) celebrated in England and Wales. Any reference in these Rules to a specified time of day refers to United Kingdom local time.

8.6. The Scheme, including these Rules, may be updated from time to time, subject to authorisation from the CAA. The Rules in force on the date CEDR receives the Customer's Application will apply to the complaint.