Independent Arbitration Service for Customers
Service Rules for Holiday and Residential Park Disputes
September 2026 Edition

Introduction

1. The Independent Arbitration Service for Customers ("the Service") provides a legally binding way to resolve disputes between members of trade associations that have subscribed to CEDR on behalf of their membership ("the Business"), and customers, when other attempts to resolve a dispute have reached deadlock. The Service is operated by the Centre for Effective Dispute Resolution (CEDR), an independent dispute resolution body.
2. A customer can apply to use the Service if they have been unable to resolve their dispute in line with the Business's complaints process and have been signposted to the Service by the trade association.
3. The parties can use the Service to resolve any eligible dispute on an entirely voluntary basis by each completing a declaration and submitting the appropriate fee to CEDR. Use of the Service is voluntary for both parties but as a subscribing trade association HARPA encourages its members to strongly consider using the scheme as a fair and cost- effective way to resolve a deadlocked dispute, whilst recognising that it may not be appropriate in all cases.
4. All arbitrations under the Service will be governed by the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force ("the Act") and these Service Rules. All arbitrations will be deemed to take place in London, U.K.
5. The Service cannot be used for:
    a. any claim for which all parties do not agree to take part;
    b. any claim for compensation or other remedies exceeding a total value of £25,000.00;
    c. any claim for personal injury, illness, shock or their consequences;
    d. any claim which includes a claim that a term of a contract between the parties is unfair or otherwise unenforceable.
6. The Service cannot be used where:
    a. the same customer has brought a claim against the same Business regarding the same subject matter before a court or tribunal or equivalent body, which has jurisdiction over the claim and the parties and which has jurisdiction to issue, or has already issued, a legally binding and final determination regarding the claim.
    b. the same dispute is actively being investigated by another dispute resolution body.
7. In considering the parties' cases, the arbitrator will take any relevant trade or warranty body Codes and/or Bye-Laws into consideration.

8. A customer may appoint a representative to make an application on their behalf. If the customer wishes to do so, they must provide CEDR with their written permission for this representative to act on their behalf.

Applying for arbitration

9. To apply to use the Service, both parties must each complete and submit a declaration requesting arbitration and agreeing to be bound by the outcome. Once completed the declarations should be sent to CEDR by email to applications@cedr.com. In the event that completed declarations are not received from both parties, the arbitration process will not commence.
10. Upon receipt of declarations from both parties, CEDR will submit invoices for payment of the arbitration fee, as detailed in Schedule 1. Once payment of the arbitration fee is received from the Business, CEDR will send a notice of arbitration to both parties along with a claim form for the customer to complete.
11. On the claim form, the customer must request at least one of the following remedies from the Business:
    - A product or service;
    - Something to be done about a bill or bills;
    - Some practical action to be taken; or
    - A payment which must total no more than the amount specified in the declaration submitted by the customer. This sum includes any claims for compensation, refunds, credits and/or waivers.
12. Upon receipt of the customer's claim form, CEDR will have the right to reject a claim if it considers the dispute raised to fall outside the scope of the Service, by reference to these Service Rules.
13. The arbitration begins on the date that CEDR sends the parties confirmation of the identity of the arbitrator once the Business's defence to the claims submitted by the customer has been received, in accordance with Rule 17.
14. Once appointed, the arbitrator will communicate with or issue directions to the parties through CEDR. All correspondence with the arbitrator will be copied to all parties and CEDR.

Arbitration procedure

15. The arbitrator will have the widest discretion permitted by law to resolve the dispute in a final manner in accordance with natural justice. In particular, the arbitrator has the power to direct the procedure of the arbitration, including varying time limits and other procedural requirements, and to:
    a. allow the parties to submit further evidence and/or amend any of the submissions already made;
    b. order the parties to produce goods, documents, property or other items for inspection;
    c. conduct enquiries and receive and consider additional evidence as the arbitrator considers appropriate;
    d. award interest on any sum awarded, even if not claimed;
    e. proceed with the arbitration if either party fails to comply with these Rules or with the arbitrator's directions;

f. end the arbitration if the arbitrator considers the case to be incapable of resolution under the Service, or if the parties settle their dispute prior to an award being made.
If the case is settled, both parties must immediately inform CEDR in writing of the terms of the settlement;

g. order the customer to pay the Business any outstanding fees.

16. The arbitration will proceed on the basis of written argument and evidence. No oral hearing will be convened as part of the arbitration.
17. CEDR will send a copy of the claim form and supporting documents to the Business, which has fifteen working days from the date on which the claim form was sent in which to submit a written defence to the claim. On receipt of the Business's defence (if any), CEDR will send a copy to the customer, who is entitled to submit written comments within a further ten working days from the date on which the defence is sent as indicated in the covering communication. Such comments must be restricted to points arising from the defence, and shall not introduce any new claim, assertion or evidence.
18. CEDR will send a copy of the customer's comments to the Business. The Business cannot make any further comments without the arbitrator's written approval.
19. If any party fails to deliver anything required by the arbitrator, the arbitration shall proceed as the arbitrator considers appropriate.
20. If at any time the arbitrator considers that the dispute is not capable of proper resolution under these Rules, the parties will be so advised. In that case the arbitrator's appointment will be cancelled, the application for arbitration will be treated as withdrawn and 75% of the registration fees will be refunded to the Business.
21. Within twenty working days of the case file being sent to the arbitrator, or of the date on which the last of the information required by the arbitrator is submitted to him/her, CEDR will send a copy of the arbitrator's award to each party.
22. An award cannot be made for any amount that is more than the total amount claimed on the Claim Form and any interest awarded under Rule 15d, even if not claimed.
23. Unless otherwise directed by the arbitrator, all parties shall comply with the award within fifteen working days of the date on which the award is sent to the parties.
24. Any award made under the Service is final and legally binding on all parties, subject to either party's right under the provisions of the Act to seek leave to appeal in the courts.
25. Any party may request the return of its original documents from CEDR but must do so within twenty working days of the date on which the arbitrator's award was issued. If no such request is made within twenty working days, CEDR will securely destroy the documents.

Content of submissions for arbitration

26. The claim form shall include:
    a. the nature and basis of the claim;

b. the amount of compensation claimed or other remedy sought;
c. all supporting documents relied on as evidence; and
d. confirmation that all reasonable efforts have been made to resolve the dispute through the company's complaints procedure, and/or confirmation that the parties have been unable to resolve their dispute through a trade or warranty body (if applicable).

27. The defence shall include:
    e. what matters in the claim form are accepted or agreed;
    f. what matters are disputed, with reasons why;
    g. details of any outstanding amounts which remain unpaid by the customer, and any associated counterclaim for such amounts;
    h. any supporting documents relied on as evidence in support of their response.

28. In the reply to the defence, the customer must state which matters in the defence are now accepted, and the matters which remain disputed, with reasons.

Costs

29. The registration fees paid by the Business, as detailed in Schedule 1, constitute a payment of CEDR's administration fee and the arbitrator's fee.
30. Subject to Rules 31 and 32 below, each party shall bear its own costs of legal representation, and of preparing and submitting its case. No legal action may be brought to recover these costs. (It should be noted that the Service has been set up for the purpose of providing low-cost dispute resolution. The parties are therefore not encouraged to make arrangements for legal representation, although they are not precluded from doing so.)
31. The arbitrator may award that the customer must reimburse all or part of the Business's registration fee where the arbitrator finds that the customer has acted unreasonably and caused the Business unnecessary expense.
32. These provisions for costs will not apply to any appeal of the award to the courts.

Confidentiality

33. Both the customer and the Business undertake not, at any time, to disclose to any person any details of the arbitration, except where necessary to uphold the award.
34. 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 arbitrators 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.

General

35. The law of England and Wales shall apply to the arbitraton. The seat of the arbitraton shall be London. The arbitrator

shall determine the applicable law of the contract.

36. All references to 'working days' in these Rules shall be interpreted by reference to public and bank holidays in England

and Wales.

37. CEDR will appoint a substitute arbitrator if the arbitrator originally appointed is unable to deal with the dispute for any reason. CEDR will inform the parties if such an appointment is made and reasons for that appointment

38. With the exception of amending the award following any minor error or omission which the arbitrator has power to correct by law, neither CEDR nor the arbitrator will enter into correspondence relating to the award.

39. Neither CEDR nor the arbitrator will be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, save for any wrongdoing on the part of the arbitrator arising from bad faith.

40. 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 arbitration under the Service.

Schedule 1 – Registration Fees

1. The case fee of £600.00 plus VAT will apply.

2. The case fee will be paid by the trader Business in full once all parties agree to take part.