



# Postal Redress Service (POSTRS)

## Service Rules

(14 November 2022 edition)

These rules apply to completed application forms received by POSTRS on or after 14 November 2022.

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

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## 1. Introduction

- 1.1. The Postal Redress Service (POSTRS) (“the Service”) is administered by Centre for Effective Dispute Resolution (“CEDR”). POSTRS provides an informal and independent way of resolving domestic and cross-border disputes between subscribing companies that provide postal services (“the Company”) and their customers (“the Customer”) – together known as “the Parties”. This is done by way of an adjudication process (“the Adjudication”). A full list of subscribing companies can be found [here](#).
- 1.2. To use the Service, the Customer must send a completed application form (“the Application”) to POSTRS setting out their complaint. The Service is free of charge to customers.
- 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 4.6) is only binding on the Parties if the Customer accepts it within 20 working days of the decision being issued.
- 1.4. A ‘Customer’ is an individual, business or organisation that was the purchaser, recipient, or intended recipient of a postal product and/or postal service, which is the subject of the complaint, from the Company.

(NB. For complaints made against Royal Mail Group (“RMG”), the postal product and/or service that is the subject of the complaint must appear on RMG’s list of products and services covered by POSTRS. The list can be found [here](#).)

- 1.5. The Customer can only use the Service if:
  - 1.5.1. they have not been able to settle their complaint after exhausting the Company’s formal complaints procedure (NB. For complaints against RMG, exhausting the formal complaints procedure means receiving a final response from the Postal Review Panel); or
  - 1.5.2. the Company has agreed, in writing, that the complaint should be referred to the Service; 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); or
- 1.5.4. their complaint has not been settled, despite the Customer's reasonable efforts to do so, after 90 calendar days have passed from the date on which the Customer initiated the Company's complaints procedure.
- 1.6. Applications to the Service 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 Service, 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 Service, a valid legal document giving them authority to act on the Customer's behalf (e.g. a valid will or lasting power of attorney).
- 1.7. An adjudicator appointed under these Rules will make a decision by considering the information received from the Parties, any relevant laws, regulations, contracts and any applicable guidance.
- 1.8. Any decision made by an adjudicator applies only to the specific complaint referred to the Service. Under no circumstances do decisions made by adjudicators set precedents for other complaints.

## **2. What the Service covers**

- 2.1. The Service can be used to resolve complaints about:
- 2.1.1. one or more mail items sent to the Customer via the Company that the Customer has received, or of which they are the intended recipient; and/or
- 2.1.2. one or more mail products and/or services that the Customer has bought from the Company.

(NB. For complaints made against RMG, the conditions set out in the document called 'Royal Mail's products and services available through the Postal Redress Service (POSTRS)' must also have been met. This document can be found [here](#).)

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 Service 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 Service 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 Service;
- 2.2.3 where the Customer has not met the requirements in Rule 1.5 in relation to attempting to resolve their complaint;
- 2.2.4 applications received by POSTRS more than 12 months from the date on which the Customer has received notice from the Company that it is unable to resolve the complaint, unless this period is extended by POSTRS. POSTRS will only extend this period if either the Parties agree or if, in the opinion of POSTRS, the Company has unreasonably delayed handling the complaint. 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, refunds, credits and/or waivers);
- 2.2.7 complaints, which in the opinion of POSTRS, are more appropriately dealt with by a court, regulatory body, or other formal process;
- 2.2.8 complaints that POSTRS considers to be frivolous and/or vexatious;
- 2.2.9 complaints about one or more postal products and/or services 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 Service, whether by settlement or by adjudication, by the Customer;
- 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 damage to property (other than damage to one or more mail items subject to the complaint);
    - 2.2.12.2 fraud or other criminal matters;
    - 2.2.12.3 data protection;
    - 2.2.12.4 personal injury;
    - 2.2.12.5 discrimination;
  - 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 POSTRS considers that the terms of that settlement have not been fulfilled within a reasonable time;
  - 2.2.14 where, in the opinion of POSTRS, 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 complaints about one or more postal products and/or services that have been the subject of either:
    - 2.2.15.1 an existing application made by another customer; or
    - 2.2.15.2 a previous valid application that reached a resolution through the Service, whether by settlement or by adjudication, by another customer;
  - 2.2.16 for complaints made against RMG:
    - 2.2.16.1 the conditions set out in the document called 'Royal Mail's products and services available through the Postal Redress Service (POSTRS)' have not been met; and/or
    - 2.2.16.2 the complaint is about mail products and/or services for which the Customer has a contract with the Company;
  - 2.2.17 applications where the Customer has not requested any of the remedies set out at Rule 3.2;
  - 2.2.18 complaints that would seriously impair the effective operation of CEDR if considered by POSTRS.

- 2.3 If the whole complaint falls outside the scope of the Service, it will be withdrawn from POSTRS. If part of the complaint falls outside the scope of the Service 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 Service can proceed if the Company gives its express agreement for this to happen.
- 2.5 Making an application to the Service does not take away the Customer's duty to pay the Company any amounts billed or charged.

### 3. Applying to use the Service

- 3.1. To apply to use the Service, the Customer must send to POSTRS a completed application form, which can be done by post or online. Application forms are available from POSTRS and on the Service website at [www.cedr.com/consumer/postrs](http://www.cedr.com/consumer/postrs). If a customer requires any special assistance with their application they can contact POSTRS 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 or service;
  - 3.2.3. some practical action to be taken by the Company;
  - 3.2.4. a payment of compensation for direct loss caused as a result of a failure with the relevant product(s) and/or service(s) (this amount will not exceed the limits set out in the terms and conditions of the relevant product(s) and/or service(s));
  - 3.2.5. a payment of compensation for any distress and/or inconvenience caused by the Company failing to keep to its own complaints handling procedure (this amount will not exceed the sum of £50.00).
- 3.3. The Application should include details of:

- 3.3.1. the product(s) and/or 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 compensation requested, including any amount requested for distress and/or inconvenience.
- 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. POSTRS 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 2.2.17 applies.

## **4. The Adjudication process**

### **4.1. The Application**

- 4.1.1. When the Application is received along with any supporting documents, POSTRS 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 Service at a later date in line with the objection process (at Rule 4.4) or an adjudicator's powers (at Rule 5.2)).
- 4.1.2. When the Application is processed by POSTRS, a case reference number will be given to the Parties. The Parties must quote this case reference number in all communication with POSTRS regarding the complaint.
- 4.1.3. If the Application is initially assessed as appearing to meet the requirements of Rules 2 and 3, POSTRS 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 POSTRS sends the Notification to the Company before 4.00pm, the Company is considered to have received it on that day. If POSTRS 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 10 working days to take one of the following actions (in exceptional circumstances, POSTRS may, at its own discretion, grant the Company an extension to this deadline):
- 4.1.5.1. notify POSTRS, in line with Rule 4.2, that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2; or
  - 4.1.5.2. confirm to POSTRS that it wishes to settle the complaint in line with Rule 4.3; or
  - 4.1.5.3. object, in line with Rule 4.4, to the complaint being considered by POSTRS to fall within the scope of the Service; or
  - 4.1.5.4. submit to POSTRS its written response to the Customer's complaint ("the Response") in line with Rule 4.5.
- 4.1.6. Once the Application is submitted to POSTRS, 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 4.3;
  - 4.1.6.2. the complaint has been withdrawn in line with Rule 4.4 because it is out of scope;
  - 4.1.6.3. the Company has submitted the Response to the complaint in line with Rule 4.5.

If the Customer requests to amend any aspect of the Application or to add further evidence or submissions, they must contact POSTRS with the amendments and/or additions and give reasons why they should be taken into account. It will be at the sole discretion of POSTRS 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.

## 4.2. Remedy Review

- 4.2.1. Within the timeframe at Rule 4.1.5, the Company can notify POSTRS that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2 (a “Remedy Review” request).
- 4.2.2. To make a Remedy Review request, the Company must contact POSTRS and specify the reason(s) as to why one or more remedies, or an aspect of those remedies, that the Customer has requested requires a Remedy Review.
- 4.2.3. An adjudicator will consider the Company's Remedy Review request and decide whether or not they agree that the Company has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2. POSTRS will aim to communicate the outcome of the Remedy Review to the Parties within two working days of the Remedy Review being requested.
- 4.2.4. When a request for a Remedy Review is made, the timeframe at Rule 4.1.5 will be put on hold until the outcome of the Remedy Review is communicated to the Parties by POSTRS.
- 4.2.5. If an adjudicator does not agree the Company has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2, the complaint will remain active and an additional two working days will be added to the remaining timeframe for the Company to take one of the actions in Rule 4.1.5. This time extension can only be applied once, and no time extensions will be given to any subsequent rejected Remedy Review requests.
- 4.2.6. If an adjudicator agrees that the Company has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2, POSTRS will notify the Customer. The Customer will be given 10 working days to change their requested remedies so that they meet the requirements of Rule 3.2 if they wish to.
- 4.2.7. At the expiry of the 10 working days, POSTRS will communicate to the Company any changes that the Customer has made to their requested remedies and the timeframe will be restarted for the Company to take one of the actions in Rule 4.1.5.

4.2.8. If an adjudicator is subsequently appointed to make a decision on the complaint, all details of the Remedy Review will be given to that adjudicator.

### 4.3. Settlements

4.3.1. If the Company agrees to give the Customer all the remedies requested (subject to Rule 4.3.2) in the Application (a “Settlement in Full”), the Company must notify POSTRS of this within the timeframe set out at Rule 4.1.5.

4.3.2. A Settlement in Full is generally 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, provided that the Remedy Review process set out at Rule 4.2 has been followed.

4.3.3. When POSTRS receives notification from the Company that a Settlement in Full has been reached, POSTRS 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 POSTRS closing the complaint as resolved, unless an alternative timeframe has been agreed between the Parties.

4.3.4. If the Customer considers that the settlement offered by the Company under Rule 4.3.1 is not a Settlement in Full, the Customer must notify POSTRS within 20 working days of the date on which POSTRS closed the complaint as resolved (in exceptional circumstances, POSTRS will allow such a notification outside of this timeframe). When notifying POSTRS of this, the Customer must detail which of the remedies have not been offered. POSTRS will then consider whether or not a Settlement in Full has been offered by the Company. If POSTRS considers that a Settlement in Full has been offered by the Company, the complaint will remain closed as resolved. If POSTRS 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.

4.3.5. If the Company reaches any other resolution with the Customer to settle the complaint (a “Negotiated Settlement”), the Company must notify POSTRS of this within the timeframe set out at Rule 4.1.5. At the same time, the Company must provide POSTRS 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 POSTRS receives evidence of the Negotiated Settlement from the Company, POSTRS 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 POSTRS being notified of the Negotiated Settlement, unless an alternative timeframe has been agreed between the Parties.

- 4.3.6. If the Customer considers that the Company has not fulfilled the Settlement in Full or Negotiated Settlement, the Customer must notify POSTRS within 20 working days of the expiry of the relevant timeframe (in exceptional circumstances, POSTRS will allow such a notification outside of this timeframe). When notifying POSTRS of this, the Customer must detail which of the remedies have not been provided. Upon the Customer notifying POSTRS that one or more remedies remain outstanding, POSTRS will consider whether or not the settlement appears to have been fulfilled. If POSTRS 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 POSTRS (in line with Rule 4.4), or to submit the Response (in line with Rule 4.5). 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 4.6.

#### 4.4. **Objections**

- 4.4.1. Within the timeframe at Rule 4.1.5, the Company can object to the complaint being considered by POSTRS to fall within the scope of the Service. For clarity, the Company can object if it considers the complaint to fall partly or entirely outside the scope of the Service.
- 4.4.2. In making an objection, the Company must contact POSTRS 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 Service. The Company must show why part or all of the complaint falls outside the scope of the Service.
- 4.4.3. 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 Service. POSTRS will aim to communicate this to the Parties within two working days of the objection being received.

- 4.4.4. When an objection is made, the timeframe at Rule 4.1.5 will be put on hold until the outcome of the objection is communicated to the Parties by POSTRS.
- 4.4.5. If an adjudicator does not agree that the Company has shown that any part of the complaint falls outside the scope of the Service, 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 for the Company to request a Remedy Review, to settle the complaint, to make a further objection or to submit the Response to POSTRS. 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.
- 4.4.6. If an adjudicator agrees that the Company has shown that all of the complaint falls outside the scope of the Service, 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 Service, 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). POSTRS 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 Service.
- 4.4.7. If an adjudicator agrees that the Company has shown that part of the complaint falls outside the scope of the Service, 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 Service, 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). POSTRS 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 Service.
- 4.4.8. Following the completion of the relevant process under either Rule 4.4.6 or Rule 4.4.7, if an adjudicator decides that part or all of the complaint falls within

the scope of the Service, 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 Service, the complaint will be withdrawn from the Service. The decision to withdraw the complaint from the Service is final and cannot be reviewed or appealed.

#### 4.5. The Response

- 4.5.1. When POSTRS receives the Response, a copy of it will be sent to the Customer.
- 4.5.2. If the Company does not submit the Response to POSTRS within the timeframe set out at Rule 4.1.5 (including any relevant variations to this timeframe made in Rules 4.2, 4.3 and 4.4), 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.
- 4.5.3. The Customer has five working days from the date on which the Response is sent to them to provide any comments on the Response (in exceptional circumstances, POSTRS 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.
- 4.5.4. If the Customer makes any comments on the Response, POSTRS will send a copy of those comments to the Company for their information only.
- 4.5.5. Upon receipt of the Customer's comments on the Response, or the expiry of the timeframe at Rule 4.5.3, POSTRS 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.

#### **4.6. The Decision**

- 4.6.1. 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 30 working days of the Application being initially assessed as falling within the scope of the Service in line with Rule 4.1.1.
- 4.6.2. The Decision will be set out in writing and will include full reasons for the outcome reached.
- 4.6.3. Once POSTRS receives the Decision from the Adjudicator, it will be sent to the Parties simultaneously.
- 4.6.4. The Customer has 20 working days from the date on which the Decision is sent to them to notify POSTRS whether they accept the Decision in full or reject it. Decisions cannot be accepted in part.
- 4.6.5. If, during the time period set out at Rule 4.6.4, the Customer notifies POSTRS that they accept the Decision in full, the Decision will become binding on the Parties. POSTRS will notify the Company of this.
- 4.6.6. If, during the time period set out at Rule 4.6.4, the Customer notifies POSTRS that they reject the Decision or do not accept the Decision in full, or the Customer does not otherwise clearly notify POSTRS that they accept the Decision in full, the Decision will not be binding on either of the Parties. POSTRS will notify the Company of this.
- 4.6.7. The Decision cannot be accepted once the time period set out at Rule 4.6.4 has expired.
- 4.6.8. The Adjudicator’s Decision is final. It cannot be reviewed or appealed.

#### **4.7. Compliance with the Decision**

- 4.7.1. 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 4.6.5, the Company must comply with the Decision by completing the necessary action(s) within

20 working days from the date on which POSTRS notifies the Company of the Customer's acceptance of the Decision.

- 4.7.2. If the Company is, for any reason, unable to comply with the Decision within the timeframe in Rule 4.7.1, the Company must notify POSTRS 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.
- 4.7.3. If the Customer considers that the Company has not complied with the Decision within the timeframe set out at Rule 4.7.1, or any substitute timeframe in Rule 4.7.2, the Customer must notify POSTRS. When notifying POSTRS of this, the Customer must detail which of the remedies have not been provided. Upon the Customer notifying POSTRS that one or more remedies remain outstanding, POSTRS will consider whether or not the Decision appears to have been complied with. If POSTRS considers that the Decision appears to have been complied with, the complaint will be closed as resolved. If POSTRS considers that the Decision does not appear to have been complied with, POSTRS will contact the Company to request that it complies within five working days.
- 4.7.4. 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, POSTRS will contact the Company to request that it complies within five working days.
- 4.7.5. In the event that the Company does not comply with the Decision within five working days as set out at Rule 4.7.3 (or the five working days under Rule 4.7.4 if a dispute arises between the Parties regarding compliance), the matter will be escalated to a senior member of staff at the Company.
- 4.7.6. In the event that non-compliance with the Decision continues, appropriate action will be taken by POSTRS. This may include suspension or termination of the Company's subscription to POSTRS.
- 4.7.7. POSTRS is unable to enforce compliance with the Decision, nor is POSTRS 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, any relevant laws, regulations, contracts and any applicable guidance. 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 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 Service if, in their opinion, the entirety of the complaint falls outside the scope of the Service (this decision cannot be reviewed or appealed);
- 5.2.7. close a complaint as resolved if the Parties settle their 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. pay the Customer a sum of compensation for the direct loss caused by the Customer using the relevant product and/or service (this amount will not exceed the limits set out in the terms and conditions of the relevant product and/or service);
- 5.4.5. pay the Customer an amount for any distress and/or inconvenience caused by the Company failing to keep to its own complaints handling procedure (this amount will not exceed the sum of £50.00).

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.

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

5.6. 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. The use of the Service is free of charge to the Customer. The Company is therefore responsible for paying POSTRS its fees. By using the Service, the Company agrees not to take legal action against the Customer to recover fees paid to POSTRS.
- 6.2. Neither of the Parties needs to use legal representation, although either can do so if they wish.
- 6.3. The Parties must pay their own costs of using the Service.
- 6.4. If either of the Parties incurs costs through the use of legal representation and/or using the Service, the Parties agree not to claim the costs of doing so from each other, whether through the Service 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. POSTRS gives its express written consent for such details to be shared.
- 7.2. By using the Service, the Parties agree that POSTRS 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 Service, and all data provided to POSTRS in relation to complaints may be shared with the industry regulator, Ofcom, by POSTRS or the Customer, including all personal data.

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

## 8. Other rules

8.1. POSTRS will appoint a substitute adjudicator if the Adjudicator originally appointed is unable to deal with the complaint for any reason. POSTRS 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 POSTRS 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 POSTRS, the complaint should be made through the published complaints procedure, copies of which are available on the POSTRS 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 POSTRS, 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 POSTRS). POSTRS 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 Service, including these Rules, may be updated from time to time. The Rules in force on the date POSTRS receives the Customer's Application will apply to the complaint.