

## THE CONCILIATION RULES OF THE FURNITURE OMBUDSMAN (“The Conciliation Rules”)

### 1. The Parties

The Referring Party:

Company Name

Company Address

Company No.

Contact

The Responding Party:

Company Name

Company Address

Company No.

Contact

The Dispute:

### 2. The Agreement

Conciliation under the Conciliation Rules is without prejudice, a voluntary and private dispute resolution process, in which a neutral person (the Conciliator) helps the parties to reach a negotiated agreement. It is also as confidential as the law will allow.

If either party wishes to refer the dispute to The Furniture Ombudsman for conciliation invoking the Conciliation Clause in the contract the following procedure shall apply.

- 2.1 The Parties Agree to pay the Fee to The Furniture Ombudsman on the date of this Agreement. The parties further agree to pay the Reading Fee when this is notified to the relevant party by the Conciliator.

- 2.2 The referring party shall complete an Application Form and submit this to The Furniture Ombudsman.
- 2.2 The Application Form should be sent to the responding party who shall complete a Response Form within 7 days. Both forms will be submitted to the Conciliator.
- 2.3 The dispute will be limited only to the issues set out in the documents accompanying the Application Form and the Response Form and further evidence will not be considered during the Conciliation Period unless the party can provide evidence as to why this was not available prior to submission to the Conciliator and then the evidence will be considered at the discretion of the Conciliator. The parties shall supply all relevant documents pertaining to their claim, however, this should be presented in a clear and concise manner with a brief synopsis of the claim contained in the Application Form.
- 2.4 Upon receipt of the Application Form and Response Form, the claim shall be forwarded to the Conciliator for initial review. It shall be at the sole discretion of the Conciliator, whose decision shall be final in such respect, as to whether the claim is suitable for Conciliation under the Rules. For the avoidance of doubt the following matters are outside the remit of The Furniture Ombudsman:
- Personal Injury or medical related claims;
  - Claims in excess of £50,000 and, for the avoidance of doubt, this relates to the value of the dispute not the contract value.
  - Claims which are considered to involve complex legal matters where it is deemed, in the Conciliator's opinion, more appropriate to pursue these in an alternative legal tribunal and for the avoidance of doubt this shall include cross-border disputes and multi-party disputes.
- 2.5 The Conciliator will endeavour to encourage the Parties to negotiate and settle the claim within The Conciliation Period which shall commence on receipt of the relevant documentation. The Conciliator shall discuss the issues with both parties in order to help them reach a better understanding of each other's position and underlying issues from which point, the parties may be able to reach a mutually agreeable solution. The Conciliator may conduct the conciliation in such a matter as the Conciliator considers appropriate, taking into account the circumstances of the

case, the wishes of the parties and the need for expedition, however, it should be noted that face to face meetings do not form part of this service.

- 2.6 Save as provided in clause 2.11 below, the Conciliator will not:
- give legal advice and the Parties should obtain their own advice concerning their situation, the conciliation process and any contemplated agreement;
  - make a judgement on the case or the likely outcome of any hearing;
  - act as your representative or help either prepare their case.
- 2.7 Throughout the conciliation the Parties shall use their reasonable best efforts to cooperate with each other and with the Conciliator to settle their differences and enable the conciliation to proceed expeditiously. In the event that the Conciliator believes either or both parties to be acting contrary to the best interests of resolving this dispute, conciliation will cease and the matter will be passed immediately back to the BCFA whereupon the Fee shall not be recoverable.
- 2.8 Any settlement reached within the Conciliation Period will be legally binding on both parties and recorded in writing on a form, signed by the Parties. For the avoidance of doubt, each party must have authority to settle the dispute or be represented by a person or persons having authority to settle the dispute and the Final Settlement Document must be signed by an authorised representative of the party.
- 2.9 All proceedings and any settlement reached will be as confidential as the law allows.
- 2.10 Either party may withdraw from the conciliation at any time during the Conciliation Period up until the Final Settlement Document is agreed and signed and for the avoidance of doubt, the parties confirm that they have not been subject to any duress in agreeing to either the conciliation process or the agreed settlement which is recorded in the Final Settlement Document. If a party does withdraw from the conciliation, the Fee shall not be recoverable.
- 2.11 In the event that no settlement is reached within the Conciliation Period, the Conciliator shall make recommendations to both parties as to the resolution of the dispute. For the avoidance of doubt, such recommendations will be recorded in the Letter of Recommendation and will not be binding on either party.
- 2.12 The Conciliator shall not be appointed as representative, counsel or expert witness for any party in any subsequent proceedings arising out of the dispute and no party

shall be entitled to call the Conciliator as a witness in any subsequent proceedings arising out of the same or any related matter.

- 2.13 Neither the Conciliator nor The Furniture Ombudsman shall be liable to the Parties for any act or omission in relation to the conciliation unless the act or omission is proved to have been fraudulent or involved willful misconduct. No communication made during the course of the conciliation shall be relied upon to found or maintain any action for defamation, libel, slander or any other claim or complaint.
- 2.14 This agreement shall be governed by and construed in accordance with the laws of England and Wales and any disputes arising under this agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

### 3. Definitions

For the avoidance of doubt and for the purpose of this document, the following terms shall have the following meanings:

- 3.1 Application Form: Shall mean the form and supporting documents supplied by the Referring Party.
- 3.2 Code: Shall mean the BCFA Code of Practice.
- 3.2 Conciliation Clause: Shall mean the clause in the Code invoked by both parties to this agreement submitting to Conciliation.
- 3.3 Conciliator: Shall mean the independent dispute resolution professional who has been appointed by The Furniture Ombudsman and who shall be independent from both parties to this agreement.
- 3.4 Conciliation Period: Shall mean a period of 30 days from the notification by the Conciliator that they have received the Application Form and Response Form.
- 3.5 Fee: Shall be the sum of £500 per party plus a reading fee of £100 per hour.
- 3.5 Final Settlement Document: Shall mean the record of the negotiated settlement agreed between the Parties which shall be prepared by the Conciliator and signed by and binding upon the Parties.

- 3.7 Letter of Recommendation: shall mean the opinion of the Conciliator as to what constitutes a fair and equitable resolution in all the circumstances where no negotiated settlement is agreed.
- 3.8 Parties: Shall mean the Referring Party and the Responding Party.
- 3.9 Reading Fee: Where significant bodies of evidence are to be considered the Conciliator shall charge a Reading Fee which shall be the sum of £100 per hour over and above the first one hour of reading time which, for the avoidance of doubt, shall refer to the documentation supplied by each party and each party shall be liable for the Reading Fee insofar as it relates to the documentation which they have provided. The Reading Fee shall subject to a limit of £500 unless notified to the relevant party that it is likely to exceed this amount.
- 3.10 Referring Party: Shall mean the party who brings the claim under the Code and who completes the Application Form.
- 3.11 Response Form: Shall mean the form and supporting documents supplied by the Responding Party.
- 3.12 Responding Party: Shall mean the party who is responding to the Referring Party's claim and who completes the Response Form.

*Signed*.....

*For and on behalf of the Referring Party*

*Signed*.....

*For and on behalf of the Responding Party*