



AGREEMENT FOR PROVISION OF DISPUTE RESOLUTION SERVICES

This Agreement is made on the 19 day of Dec 2012, between

(1) CEDR Services Limited, a company incorporated in England and Wales, company number 3155681 and whose registered office is at 70 Fleet Street, London, EC4Y 1EU (trading as IDRS)

and

(2) ISPA UK, a company limited by guarantee, company number 3155681 and whose registered address is 1 Vincent Square, London SW1P 2PN (the "Association")

together the "Parties"

Whereas:

- A. IDRS will provide independent dispute resolution services to the participating members of the Association and their customers under the scheme titled the Communications and Internet Services Adjudication Scheme (CISAS) in accordance with this Agreement and the CISAS Rules as shown on the CISAS website, or any subsequent agreed amendment to those Rules, (hereafter referred to as the Services). These Services will be provided to the Association's participating members ~~for the purpose of enabling them to satisfy their obligations as a~~ communications provider under General Condition 14 of their licence from Ofcom.
- B. The Agreement is effective from 1st January 2013 or the date of signature, whichever is the later, until 31st December 2015.
- C. In signing this Agreement the Association agrees to inform its participating members of the relevant provisions of the Agreement together with the CISAS Rules and Schedule 2 below, and, through its Code of Conduct, will require its participating members to agree to be bound by the requests orders and published Decision applicable to them, of any Adjudicator appointed under the Rules and to comply with all actions required of them within the Decision, in accordance with the CISAS Rules.

The Parties now agree:

1.1 Services by IDRS

1.1.1 IDRS will provide the following services to the participating members of the Association:

- (a) Provision, maintenance and publication of the CISAS Rules, guidance notes and related administrative procedures.

- (b) Provision, maintenance and publication of a list of independent Adjudicators, ("the Panel").
- (c) Provision of an advice service for enquirers and users of the CISAS scheme.
- (d) Provision, maintenance and reporting of agreed service level standards.
- (e) Appointment of an Adjudicator from the Panel to resolve each dispute that is validly referred in accordance with the Rules.
- (f) Administrative services to ensure the efficient operation of the CISAS scheme.
- (g) Distribution to the parties of the Adjudicator's Decision in accordance with the Rules.
- (h) Provision, maintenance and publication of an internal complaints system.
- (i) Publication of periodic performance reports in accordance with the Rules and any requirements of Ofcom.
- (j) Undertaking an annual review of the operation of the scheme, in conjunction with the Association.

1.1.2 IDRS will act and perform the services in an independent and impartial manner as between the Association and its participating members and their customers at all times.

1.1.3 To assist in the effective administration of the CISAS scheme, IDRS will host an Advisory Forum comprising representatives of IDRS, the Association, subscribing Companies, Ofcom and other relevant organisations such as consumer bodies. The Forum will meet at least once per year.

2.1 Commencement and Completion Date

2.1.1 IDRS will provide the Services from 1st January 2013 or on signature of this Agreement, whichever is the later.

2.1.2 The appointment of IDRS as the provider of the Services under this Agreement will be for the period commencing on 1st January 2013 or the date of signature, whichever is the later, until 31st December 2015, subject only to the provisions of Clause 7.1 and Clause 10.1.3 below.

3.1 Responsibility of the Association

3.1.1 The Association will, at all times, ensure that its participating members:

- (a) be bound by the requests, orders and published Decision of any Adjudicator appointed under the Rules;
- (b) comply with all actions required of them within any Decision, in accordance with the scheme Rules;

- (c) refrain from any act or activity that may constrain, or seek or tend to constrain the independence and impartiality of IDRS, or of the Adjudicators that IDRS appoints;
- (d) adequately publicise to their customer service teams and other relevant staff and to its customers the availability of the CISAS scheme and must include details on customer bills and within any relevant code or codes of practice that it develops and publishes;
- (e) provide IDRS with copies of all relevant codes of practice and with any subsequent updates issued during the period of this Agreement;
- (f) provide any customer with details of the CISAS scheme upon request, if they qualify under the Rules and have a dispute which has not been resolved by its internal complaints procedure within eight weeks of being lodged, or earlier if the Company agrees that the dispute should be dealt with under the scheme. The Company will provide a unique customer reference number related to the complaint subject to the provisions of this clause;
- (g) pay to IDRS all case fees for the conduct of any adjudication under the scheme as set out in Schedule 2 of this Agreement;
- (h) keep IDRS informed on all matters or regulatory requirements relevant to the operation of the scheme and / or to the continuing performance of the Services by IDRS;
- (i) nominate to IDRS suitable executives within the Company to hold authority for ensuring the Company's compliance with directions and Decisions issued by any Adjudicator appointed by IDRS including a senior executive to accept and consider written notifications under Clause 7.1.1.

4.1 Payment Terms

- 4.1.1 Any amount payable within the terms of Schedules 1 and 2 of this Agreement shall be paid within 30 days of the due date.
- 4.1.2 All payments should be made in Pounds Sterling.
- 4.1.3 In the event of termination of this Agreement by a party as set out in Clause 7.1, the party so terminating undertakes to pay any outstanding fees that have accrued to that date.

5.1 Assignment

- 5.1.1 The Association shall not assign or transfer their rights and obligations under this Agreement to other parties without the prior written approval of IDRS, such approval not to be unreasonably withheld.
- 5.1.2 Any such approval given by IDRS for the assignment or transfer shall not release the Association from any obligations under this Agreement that had accrued prior to the grant of such approval.

5.1.3 IDRS shall not assign or transfer their rights and obligations under this Agreement to other parties without the prior written approval of the Association, such approval not to be unreasonably withheld.

5.1.4 Any such approval given by the Association for the assignment or transfer shall not release IDRS from its obligations under this Agreement that had accrued prior to the grant of such approval.

6.1 Copyright

6.1.1 IDRS will retain copyright of all published materials developed by it for use in connection with the Services.

6.1.2 IDRS hereby grants the Association a non-exclusive licence to use such materials for the duration of this Agreement.

7.1 Termination

7.1.1 Either IDRS or the Association shall be entitled to terminate this Agreement by giving one hundred and twenty (120) days' written notice, in the manner provided in Clause 9.1 below.

7.1.2 The Association may terminate this Agreement:

(a) by giving IDRS 120 days notice, in the manner provided in Clause 9.1 below, of its intention to do so; or

(b) if Ofcom withdraws its approval of the CISAS scheme or any future amendment to the scheme, in which case such notice shall be effective to terminate this Agreement immediately.

7.1.3 Either Party may terminate this Agreement by giving the other written notice, in the manner provided in Clause 9.1 below, if the recipient of such notice shall cease or threaten to cease to carry on business or is unable to pay its debts as they fall due for payment or makes a general assignment for the benefit of or a composition with its creditors or has a liquidator, receiver, administrator, trustee or similar officer appointed over all or any of its assets or undertaking (otherwise than for the purposes of a scheme of reconstruction or amalgamation) or if (otherwise than as aforesaid) a petition is presented or other proceedings taken to wind up the Party (which are not dismissed within 7 (seven) days) or if (otherwise than as aforesaid) an order shall be made or a resolution shall be passed to wind up, then such notice shall be effective to terminate this Agreement immediately.

7.1.4 In addition to 7.1.1 above, IDRS shall be entitled to withdraw provision of the Service to any participating member of the Association which:

(a) Misuses or uses without authorisation IDRS's copyright in such a way as to intentionally mislead a customer of the participating member, any other member of the public, Ofcom; or

- (b) Performs its responsibilities under this Agreement in a manner which, in the reasonable opinion of IDRS, will compromise the independence and / or impartiality of IDRS or any Adjudicator which it appoints; or
- (c) Has, repeatedly (on three or more occasions), failed, through its own fault, to comply with decisions made by any Adjudicator appointed under the Service, and that failure is not remedied within 28 days after written notice to do so is given to the participating member's nominated senior executive in accordance with Clause 3.1 (i); or
- (d) Has failed to pay valid IDRS invoices and that failure is not remedied within 28 days after written notice to do so is given.

8.1 Waiver

- 8.1.1 Any failure or delay by a Party in exercising its rights under this Agreement shall not be deemed to be a waiver of their rights. Any waiver by a Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or other provision.
- 8.1.2 The termination of this Agreement for whatever reason shall be without prejudice to any rights or liabilities that have accrued to the Parties under the Agreement.

9.1 Notice

- 9.1.1 Notices given under this Agreement must be in writing and may be delivered by hand or sent by facsimile or first class post as follows:

To IDRS:

The Company Secretary
CEDR Services Limited
70 Fleet Street
London EC4Y 1EU
Tel: +44 (0)20 7536 6000 Fax: +44 (0)20 7536 6001

To the Association:

ISPA UK
1 Vincent Square
London SW1P 2PN

- 9.1.2 Notice will be deemed to take effect as follows:

- (a) If notice is delivered by hand, then the time limit will start to run one day after safe delivery of the notice to the offices of the receiving Party or Parties.
- (b) If notice is sent by first class post from within the United Kingdom to an address in the United Kingdom, then the time limit will start to run two days after posting.

- (c) If notice is sent by first class post from outside of the United Kingdom to the United Kingdom or vice versa, then the time limit will start to run ten days after posting.
- (d) If notice is sent by facsimile, then the time limit will start to run one day after receiving confirmation of satisfactory transmission.

10.1 Matters Beyond the Reasonable Control of the Parties

- 10.1.1 In an event beyond the reasonable control of the Parties, which shall include, but not be limited to, industrial disputes, riots, war, civil disruption, acts of terrorism, lightning, floods or fire, a Party so affected shall promptly notify the other Party of the nature and extent of the circumstances in question.
- 10.1.2 Notwithstanding any other provision of this Agreement, no Party shall be deemed to be in breach of this Agreement or otherwise be liable to the other Party, for any delay in performance or the non-performance of its obligations under this Agreement, to the extent that the delay or non-performance is due to any act which is beyond the control of the Party and of which it has notified the other Party, and the time for performance of the obligation shall be extended accordingly.
- 10.1.3 If any Party claims non-performance due to the occurrence of an event as set out above and is thus relieved from performing any of its obligations under this Agreement for a continuous period of more than three months or for an aggregate period in any year of more than ninety days, then the other Party may, notwithstanding any other provision of this Agreement, terminate this Agreement by giving the Party who has claimed reliance on such events not less than fourteen days' written notice, in accordance with the notice provisions set out in Clause 9.1 above.

11.1 Dispute Resolution

- 11.1.1 In the event of any dispute arising between the Parties in connection with this Agreement, which cannot be settled by negotiation in good faith, then the Parties, in good faith, will seek to resolve the dispute through mediation. The mediator shall be agreed upon within 15 days of one Party requesting mediation, failing which the mediator will be nominated by the then President of the Law Society of England and Wales. Unless otherwise agreed the Parties shall share equally the costs of the mediation. If the dispute is not resolved within 30 days, or one of the Parties refuses to participate in mediation, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 and the Controlled Cost Arbitration Rules (2000 Edition or as amended) of the Chartered Institute of Arbitrators, whose Rules are deemed to be incorporated by reference to this Clause, by an arbitrator appointed by the then President of the Law Society of England and Wales. Nothing in this clause shall prevent any Party seeking a preliminary injunction or other judicial relief at any time if, in its judgement, such an action is necessary to prevent irreparable damage.
- 11.1.2 All negotiations in relation to the matters in dispute shall be strictly confidential and shall be without prejudice to the rights of the Parties in any future proceedings.

12.1 Governing Law and Jurisdiction

12.1.1 The laws of England and Wales govern this Agreement and the resolution of any disputes arising from it shall be subject to the exclusive jurisdiction of the courts of England and Wales, failing appropriate resolution in the terms of Clause 11.1 above.

13.1 Entire Agreement

13.1.1 This Agreement constitutes the entire Agreement entered into between the Parties and no preliminary or subsequent oral agreements shall be capable of superseding or altering the terms and conditions of this Agreement.

13.1.2 Subsequent amendments or variations to this Agreement shall only take effect if executed in writing and signed by both Parties.

13.1.3 If any provision in this Agreement is held to be unenforceable by any competent authority, the validity of the other provisions in this Agreement shall not be affected.

13.1.4 The Parties acknowledge and agree that they have not been induced to enter into this Agreement by any representations, warranty or other assurances not expressly incorporated in it.

14.1 Limitation of Liability

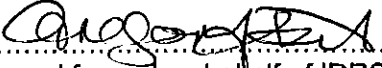
14.1.1 The Parties accept liability for death or personal injury arising from their negligence in their performance of any activities under this Agreement. Thus Clauses 14.1.2 and 14.1.3 below do not apply in the event of death or personal injury.

14.1.2 No Party is liable to the other in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings nor for any indirect loss or damage or for any destruction of data.

14.1.3 The liability of a Party to the other under the terms of this Agreement shall be limited to the amounts payable under this Agreement.


14.1.4 No third parties have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

IN WITNESS whereof the duly authorised representatives of the Parties hereto have hereunto set their respective hands the day and year first above written.


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Signed for and on behalf of IDRS

Name: Gregory Hunt

Appointment: Managlng Director


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Signed for and on behalf of ISPA UK

Name: NICHOLAS LAWSON

Appointment: SECRETARY GENERAL

Schedule 1

1. The Association will pay IDRS a retainer fee for each year of this Agreement for the maintenance and delivery of the scheme.
 2. The initial retainer fee for 2013, will be £8,000 plus VAT, due on signature of this Agreement or 1st January 2013, whichever is later. This fee may be increased, following negotiation and agreement between the Parties, but only where external factors, including where inflation as measured by the CPI exceeds 3% in August of the preceding year, or other unforeseen events have made this necessary.
 3. The retainer fee for 2014, due on 1st January 2014, will be £8,000 plus VAT. This fee may be increased, following negotiation and agreement between the Parties, but only where external factors, including where inflation as measured by the CPI exceeds 3% in August of the preceding year, or other unforeseen events have made this necessary.
 4. The retainer fee for 2015, due on 1st January 2015, will be £8,000 plus VAT. This fee may be increased, following negotiation and agreement between the Parties, but only where external factors, including where inflation as measured by the CPI exceeds 3% in August of the preceding year, or other unforeseen events have made this necessary.
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Schedule 2

1. The Association's participating members, having agreed to the referral of a dispute to adjudication, will pay the following to IDRS:
 - (a) The Case Fee of £355 plus VAT;
 - or
 - (b) An "Early Settlement Fee", due if settlement is agreed between the Company and the claimant after case acceptance and communicated to IDRS before appointment of the adjudicator, £110 plus VAT per case.
 2. For avoidance of doubt, the Case Fee shall only become payable if an adjudicator is appointed to determine the case in accordance with the scheme Rules.
 3. The Early Settlement Fee will be due for payment when the Association's participating member notifies IDRS that it has settled the case and such settlement is confirmed to IDRS by the claimant or his / her advisor.
 4. The Case Fee will be due for payment when the Association's participating member submits its Response to Claim to IDRS, under the CISAS Rules.
 5. Neither Case Fees nor Early Settlement Fees will be refundable in any circumstance.
 6. The Association's participating member, having agreed to the referral of a dispute to adjudication, will pay the reasonable professional fees of any independent expert appointed by the adjudicator in accordance with the provisions of the CISAS Rules.
 7. These fee rates will apply throughout the duration of this Agreement.
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