



National Association of Funeral Directors Resolve

(NAFD Resolve)

Conciliation Service

Service Rules

(January 2025 edition)

These rules apply to application forms received by CEDR on or after 13 January 2025.

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

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1 Introduction

- 1.1. The National Associate of Funeral Directors Resolve (NAFD Resolve) Conciliation Service (“the Conciliation Service”) is administered by Centre for Effective Dispute Resolution (“CEDR”). The Conciliation Service provides an informal and independent way of resolving disputes between a member of the NAFD (“the Funeral Director”) and one of its customers (“the Customer”) – together known as “the Parties”. This is done by way of a conciliation process (“the Conciliation”). To find out if a Funeral Director is an NAFD Member, search the NAFD’s membership database [here](#).
- 1.2. Conciliation is a private and flexible form of negotiation between the Parties and is designed to encourage agreement. It is a confidential and ‘without prejudice’ process, which means that nothing said during the Conciliation can be used in legal proceedings. An independent conciliator will actively assist the Parties to work towards a negotiated settlement of the complaint, including proposing potential solutions for the Parties’ consideration. The Parties remain in control of the decision to settle the complaint and the terms of its resolution. Any settlement reached is legally binding once documented in writing and signed by the Parties.
- 1.3. To use the Conciliation Service, the Customer must send a completed application form (“the Application”) to CEDR setting out their complaint. The application form is available from the NAFD. The Conciliation Service is free of charge to the Parties.
- 1.4. Where applicable under these Rules, an independent conciliator will be appointed by CEDR from its Conciliation Panel (“the Conciliator”). The Conciliator, who will be a qualified and accredited CEDR mediator, will work with the parties to try to find an agreed resolution to the complaint. CEDR has the exclusive right to appoint a conciliator under these Rules. The Parties will not have the right to choose a specific conciliator.
- 1.5. A ‘Customer’ is an individual who is the recipient of services provided by a Funeral Director in exchange for payment to, or an agreement to make payment to, that Funeral Director.
- 1.6. Applications to the Conciliation 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 Conciliation 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 Conciliation 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).

2 Applying to use the Conciliation Service

2.1 To apply to use the Conciliation Service, the Customer must send to CEDR a completed application form, which they have been provided with by the NAFD. This can be done by post or online. If either of the Parties requires any special assistance, they can contact CEDR and reasonable adjustments will be made in line with CEDR's reasonable adjustments policy, which can be found [here](#).

2.2 In the Application, the Customer must set out what outcome they are hoping to achieve as a result of the complaint. This should include the remedy or remedies they would like the Funeral Director to provide them with.

2.3 The Application should include details of:

- 2.3.1 the service(s) provided by the Funeral Director that the complaint is about;
- 2.3.2 the background to the complaint;
- 2.3.3 the precise issues that are in dispute;
- 2.3.4 the steps already taken to attempt to reach a resolution with the Funeral Director;
- 2.3.5 the reasons for requesting the remedy or remedies asked for; and
- 2.3.6 the reasons for the amount of any money requested.

2.4 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.

2.5 All the documents relating to the case that have been provided by the Parties will be provided to the Conciliator and will be securely destroyed at the end of the process.

3 The Conciliation

3.1 CEDR will acknowledge receipt of the Application within five working days of receipt.

3.2 Upon receipt of a completed application form, CEDR will appoint a conciliator and will inform the Parties accordingly. The Conciliation begins from the date on which the Conciliator is appointed.

3.3 The Conciliator will aim to conclude the Conciliation within 15 working days of their appointment.

3.4 The Conciliator will communicate with the Parties by telephone or in writing (including email), either together or individually, to request further information or to explore potential solutions.

The Parties may reach a resolution between themselves after discussions with the Conciliator or the Conciliator may suggest to the Parties some potential solutions they feel are appropriate.

- 3.5 If a resolution is found, the Conciliator will record that resolution in writing and send it to the Parties (via CEDR) as part of a Confirmation of Outcome Statement (“the Statement”). In order for the resolution set out in the Statement to become legally binding, both of the Parties must sign and return the Statement to CEDR within 10 working days. Upon receipt of both signed copies of the Statement, CEDR will provide the Parties with the countersigned Statement. Compliance with the Statement must take place within 20 working days from the date on which the countersigned Statement was sent to the Parties, unless the Conciliator specifies an alternative timescale within the Statement.
- 3.6 If no resolution is found, the Conciliator will make a written recommendation and send it to the parties (via CEDR) as part of the Statement. In order for the recommendation set out in the Statement to become legally binding, both of the Parties must sign and return the Statement to CEDR within 10 working days. Upon receipt of both signed copies of the Statement, CEDR will provide the Parties with the countersigned Statement. Compliance with the Statement must take place within 20 working days from the date on which the countersigned Statement was sent to the Parties, unless the Conciliator specifies an alternative timescale within the Statement.
- 3.7 Any terms of settlement set out in the Statement will only be legally binding once signed and returned to CEDR by, or on behalf of, both of the Parties.
- 3.8 If either of the Parties does not sign or return the Statement to CEDR within 10 working days, then the Statement has no effect. At the same time, CEDR will issue the Customer with an application form for the NAFD Resolve Adjudication Service. The Customer may choose to either proceed to adjudication or to resolve the complaint via another forum, such as court. If the Customer chooses to use the NAFD Resolve Adjudication Service, then the Customer must send their completed application form to CEDR within 20 working days from the date they were sent the application form by CEDR.
- 3.9 CEDR will send a copy of any countersigned Statement to the NAFD (on a confidential basis). If the Statement is not signed or returned by one or more of the Parties, CEDR will confirm this to the NAFD (on a confidential basis).

4 Powers of the Conciliator

- 4.1 Conciliators will be fair and unbiased throughout the Conciliation and will act as quickly and

efficiently as possible, considering disputes in a fair and reasonable way.

4.2 The Conciliator has the power to do any of the following:

- 4.2.1 request further comments and/or evidence from the Parties, and set time limits within which the Parties must provide such comments and/or evidence;
- 4.2.2 proceed with the Conciliation if either of the Parties does not keep to these Rules, or any instruction or direction made under these Rules;
- 4.2.3 consult any evidence not provided by either of the Parties, which the Conciliator considers to be relevant. If this power is used, the Parties must be given an opportunity to provide comments on this evidence;
- 4.2.4 determine whether or not the Parties have complied with the Statement, in the event that a dispute arises between the Parties regarding compliance.

NB.

- CEDR is unable to enforce compliance with the Statement, nor is CEDR able to apply penalties or sanctions to the Funeral Director for non-compliance with the Statement.

4.3 Neither of the Parties can challenge the conciliator's use or non-use of the powers set out at Rule 4.2.

4.4 If the Parties do not reach a solution between themselves after discussions with the Conciliator, then the Conciliator may suggest to the Parties some opportunities for settlement. This may include a recommendation to the Parties in the Statement.

5 Costs

5.1 The use of the Conciliation Service is free of charge to the Parties. The NAFD is responsible for paying CEDR its fees.

5.2 Neither of the Parties needs to use legal representation, although either can do so if they wish.

5.3 The Parties must pay their own costs of using the Conciliation Service.

5.4 If either of the Parties incurs costs through the use of legal representation and/or using the Adjudication Service, the Parties agree not to claim the costs of doing so from each other, whether through the Conciliation Service or through legal action.

6 Confidentiality and data sharing

6.1 Every person involved in the Conciliation:

- 6.1.1 will keep confidential all information arising out of, or in connection with, the

Conciliation, including the terms of any settlement. However, this does not include the fact that the Conciliation is to take place or has taken place, or where disclosure is required by law, or to implement/enforce the terms of the settlement, or to notify insurers, insurance brokers and/or accountants; and

6.1.2 acknowledges that all such information passing between the Parties, the Conciliator and/or CEDR, however communicated, is agreed to be without prejudice. This means it will not affect any of the Parties' legal positions and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.

6.2 Where one of the Parties privately discloses to the Conciliator or CEDR any information in confidence before, during or after the Conciliation, neither the Conciliator nor CEDR will disclose that information to any other person without the consent of the person disclosing it, unless required by law to make disclosure. Each of the Parties agree, however, that the Conciliator may disclose such information to CEDR provided that such disclosure is made by the Conciliator, and received by CEDR, in confidence.

6.3 The Parties understand that the Conciliator and CEDR do not give legal advice and agree that they will not make any claim against the Conciliator or CEDR in connection with the Conciliation and/or the Conciliation Service.

6.4 The Parties will not call the Conciliator or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the Conciliation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the Conciliation. Neither the Conciliator nor any CEDR employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If one or more of the Parties does make such an application (as listed above), they will fully indemnify the Conciliator or the employee or consultant of CEDR in respect of any costs any of them incur in resisting and/or responding to such an application.

6.5 The United Kingdom General Data Protection Regulation (UK GDPR) applies to the Conciliation Service, and all data provided to CEDR in relation to complaints may be shared with the NAFD, by CEDR or the Customer, including all personal data.

6.6 By using the Conciliation Service, the Customer gives their consent for any relevant personal data held by the Funeral Director to be shared with CEDR, the NAFD and the Conciliator for the purposes of the Conciliation.

6.7 By using the Conciliation Service, the Parties agree that 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 conciliators as a resource in order to encourage consistency of practice under these Rules. The Parties also agree that CEDR may publish statistical and outline information on such disputes whilst preserving the anonymity of parties.

7 Other rules

7.1 CEDR will appoint a substitute conciliator if the Conciliator originally appointed is unable to deal with the complaint for any reason. CEDR will inform the parties if such an appointment is made.

7.2 Neither the Conciliator nor CEDR shall be liable to any party for any act or omission in connection with the conciliation conducted under the Conciliation Service.

7.3 If either of the Parties has a complaint about the quality of the Conciliation 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 the Conciliation, the process adopted by a conciliator, or the content of these Rules).

7.4 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.

7.5 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.

7.6 The Conciliation Service, including these Rules, may be updated from time to time. The Rules in force on the date CEDR receives the Customer's Application will apply to the complaint.