

Procedural Conduct Policy

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1. PURPOSE

- 1.1. This policy sets the standards of conduct expected of Impress Dispute Resolutions (IDR) (including its staff and contractors) and of parties to a dispute, so that the process remains fair, proportionate and consistent for everyone who uses it.
- 1.2. It also explains how IDR distinguishes genuine complaints from those that are frivolous or vexatious, so that its discretion to refuse to deal with a complaint is exercised on the merits of each case.

2. GOOD FAITH

- 2.1. IDR shall always, in the exercise of its powers and discharge of its function, act honestly and in good faith with a view to the best interests of the parties to any dispute.
- 2.2. Parties to the dispute shall act honestly and in good faith towards one another and will act reasonably as a party to the dispute with the care and diligence that a reasonably prudent person would exercise in comparable circumstances.

3. FRIVOLOUS AND VEXATIOUS COMPLAINTS

- 3.1. IDR may refuse to deal with any dispute if the complaint raised is frivolous or vexatious. We do not prevent complainants from accessing our service who raise genuine concerns. We achieve this by recognising:
 - a) Complainants are often aggrieved and frustrated, so the focus must be on careful consideration of the merits of the case and not the attitude of the complainant.
 - b) Every complaint must be considered on its own merits by the case decision-maker. Even if someone has made a frivolous or vexatious complaint in the past, it must not be assumed that any

other complaint they make will also be frivolous or vexatious.

- c) This decision on whether a matter raised shall be regarded as frivolous or vexatious is to be determined by the case decision-maker per the discretion set out in the scheme rules.

3.2. Frivolous Complaints: A frivolous complaint has no serious purpose or value. It may have little merit and be trivial; conducting the dispute resolution process would be out of proportion to the seriousness of the issues raised.

3.3. Vexatious Complaints: A case decision maker may refuse to accept a complaint if it is apparent that the complainant is pursuing a complaint without any merit for the purpose of causing inconvenience, harassment or expense to the platform.

Example: A complainant raises a new dispute with IDR every week. Each dispute is regarding a relatively minor complaint to which the platform has already provided a reasonable offer of resolution. It is clear the only reason for raising the disputes so frequently is to inconvenience the platform.

4. INFORMATION GATHERING

4.1. Parties are required to actively cooperate with IDR in the discharge of its functions. Amongst other requirements, this means that they should provide IDR with all the information and documentation that may be reasonably required to enable IDR to perform its functions. Parties are required to comply with directions issued by IDR and the case decision-maker relating to the ODS scheme. All information will be held securely by IDR in line with our [Privacy Policy](#) and [Data Retention Policy](#).

5. PARTY CORRESPONDENCE

5.1. Each party shall provide up to date contact information to IDR for the purposes of communicating throughout the provision of service.

5.2. Each party shall liaise with IDR directly throughout the provision of the service, and in exceptional circumstances where party to party correspondence arises, IDR should be copied into that correspondence.

6. CONFIDENTIALITY

6.1. Information provided by complainants and platforms will ordinarily be shared with the other party, and IDR will not ordinarily take into account any information which one party refuses to share with the other party.



Exceptionally, IDR may accept information or documents in confidence (for example so that only an edited version, summary or description is disclosed to the other party) where it considers that the dispute may nevertheless be fairly resolved.

- 6.2. The parties will be required to keep all information shared with them in the course of the provision of the service in confidence, and not disclose it to anyone without IDR and the other party's consent, except to the extent that disclosure may be required by a legal duty, to pursue or protect a legal right or that such documents may already be in the public domain.
- 6.3. The parties must keep all information in relation to a dispute in a secure place to prevent unauthorised access.

7. LEGAL PROCEEDINGS

- 7.1. IDR will not accept complaints, or refer to the ODS scheme, matters where the cause of a complaint is already subject to litigation. Where a matter is subject to a threat of litigation, and an application is made to IDR to stay the procedure, IDR will give due regard to the application by considering how the interests of justice and a speedy resolution would be best served.

8. BREACH OF REQUIREMENTS/OPTION TO WITHDRAW

- 8.1. Parties always have the option to withdraw from the dispute process, subject to advice from the case decision-maker where the dispute has been accepted for resolution.
- 8.2. If IDR or the other party to dispute become aware of a failure to adhere to these procedural conduct requirements that may give rise to their option to withdraw from the dispute process.
- 8.3. IDR has the discretion to close a matter, where a party is nonresponsive without reason and where IDR does not receive a response from the party after 30 days of no contact. The decision to close the matter for non-responsiveness will not impact the complainant's ability to bring the same complaint to IDR later on.

9. RIGHTS OF PARTIES/WAIVER

- 9.1. The right of a party to terminate the dispute process may not be restricted.

