

The Video-On-Demand Association
Code of Practice

Glossary

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| “Appeals Procedure” | means the Procedure of the VODA Independent Appeals Commission set out in Appendix 1 |
| “Children” | means those aged 15 or under |
| “Customers” | means Subscribers and Viewers |
| “Broadcasting Regulatory Codes” | means (a) the ITC Code of Advertising Standards and Practice and (b) the ITC Programme Code, each as modified, amended, supplemented, consolidated, extended or replaced from time to time whether by the ITC or by OFCOM |
| “ITC” | means the Independent Television Commission |
| “OFCOM” | means the Office of Communications |
| “Procedures of the VODA Appeals Commission” | means the procedures adopted by the VODA Appeals Commission from time to time |
| “Subscriber” | means an account holder with a Video-on-demand Provider (or its agent) authorized under contract to receive that party’s Video-on-demand Service |
| “Video-on-demand Provider” | means the operator of a Video-on-demand Service. For the purposes of this definition, the operation of a Video-on-demand Service shall include but not be limited to the aggregation, storage and delivery of video and audio programming and other content by means of a Video-on-demand Service but shall exclude the <i>solus</i> operation of a telecommunications network (of any nature whether by cable, wireless or otherwise) over which a Video-on-demand Service is delivered to Subscribers |
| “Video-on-demand Service” | means a service where video and audio programming, commercial transactions, information and other consumer benefits are provided over a telecommunications network (of any nature whether by cable, wireless or otherwise) for reception at different times to the premises of individual |

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| | Subscribers in response to requests made by individual Customers |
| “Viewer” | means a viewer of a Video-on-demand Service at the premises of a Subscriber |
| “VOD” | means Video-on-demand |
| “VODA Independent Appeals Commission” | means a body whose members are independent of VODA appointed to provide an independent means of appeal against adjudications and sanctions determined by the VODA Board pursuant to the VODA Complaints Procedure |
| “Young People” | means those aged 16 or 17 |

The Video-on-demand Code of Practice

1 Introduction

- 1.1 Video-on-demand Providers are committed to delivering a broad range of high-quality consumer services across the United Kingdom.

2 VODA and the Code

Remit and Scope of the Code

- 2.1 This Video-On-Demand Code of Practice (***the Code***) shall govern the conduct of the members of the UK Video-on-demand Association (***VODA***) in relation to their provision of Video-on-demand Services within the United Kingdom.
- 2.2 The members of VODA (***Members***) shall be the signatories to the Code from time to time and each Member shall ensure maintenance of the standards and adherence to the Core Principles (defined below) contained within this Code. Membership of VODA shall be open to Video-on-demand Providers whose services are available for reception within the UK (***Full Members***) and, on an associate basis, operators of telecommunications networks over which Video-on-demand Services are distributed and suppliers of programming for Video-on-demand Services (***Associate Members***).
- 2.3 The application of this Code shall be uniform and obligatory to all Members without modification or exception. A Member may not, by contract or otherwise, evade the application of the Code.

The VODA Board

- 2.4 The Members shall establish and maintain a regulatory body (***the VODA Board***) to administer and enforce this Code. The VODA Board

shall be entitled to establish an administrative capability (***the Secretariat***) to facilitate the VODA Board's activities and its compliance with its obligations under the Code.

- 2.5 All Members will be obliged to share the costs incurred by the VODA Board and Secretariat. The funding formula shall require unanimous agreement by the VODA Board.
- 2.6 The VODA Board shall have a maximum of eleven Members and shall comprise an independent chairman (the ***Chairman***), and two individuals independent of the Members, unconnected with the provision of Video-on-Demand Services, and selected, as far as possible, to reflect a diversity of background and experience, one representative of each Full Member and, for every four Full Members, one representative collectively appointed by the Associate Members. The Chairman and two independent individuals shall work on a part-time basis and shall be appointed by VODA for an agreed period.
- 2.7 The VODA Board and Members shall procure that, by no later than the fifth anniversary of the coming into force of the Code, a majority of the VODA Board shall comprise individuals independent of the Members. Such individuals shall be unconnected with the provision of Video-on-Demand Services and selected, as far as possible, to reflect a diversity of background and experience. They shall work on a part-time basis and shall be appointed by VODA for an agreed period.
- 2.8 The VODA Board shall:
 - (a) set and maintain standards and, as appropriate, Core Principles and VODA Practice Statements (defined below) for the content of Video-on-demand Services, and keep those standards, Core Principles and VODA Practice Statements under review;
 - (b) ensure adherence to the Code;
 - (c) consult the Members and other stakeholders including but not limited to the Department for Culture, Media and Sport, (DCMS) before changing those standards, Core Principles or VODA Practice Statements specifically or the Code more generally;
 - (d) investigate and adjudicate upon complaints relating to the content of Video-on-demand Services and recommend action designed to achieve compliance with the Code where the Code has been breached. Subject to the provisions of section 8.2, the administration of the Code shall be reactive only - the VODA Board will not monitor Members' activities for breaches of the Code;
 - (e) promote and publicise membership of VODA to potential new providers of Video-on-demand Services and/or programmes within the United Kingdom and to notify DCMS from time to time of the identity of its members;

- (f) promote and publicise to Customers and third parties the existence of VODA, the identity of its Members, the objectives of the Code and the complaints procedure set out herein; and
- (g) generally promote and publicise its role and publish reports on its work at regular intervals, including but not limited to an annual report setting out its achievements, commenting on adherence to the Code over the preceding 12 months and summarising complaints received by Members and/or made subject to the VODA Complaints Procedure.

VODA Practice Statements, Broadcasting Regulatory Codes and Changes to the Code

- 2.9 The VODA Board may from time to time issue to every Member policy statements regarding matters relating to the regulation of Video-on-demand Services in the UK. After due and proper consultation with all Members and other interested parties, the VODA Board may by simple majority adopt such policy statements as practice statements (**VODA Practice Statements**). VODA Practice Statements shall thereby be incorporated into the Code and be binding on Members. For the avoidance of doubt, VODA Practice Statements may not seek to amend the constitution of VODA, the Core Principles or the VODA Complaints Procedure.
- 2.10 Save to the extent addressed by VODA Practice Statements, VODA shall ensure that the provision by its Members of Video-on-demand Services within the United Kingdom shall be provided in accordance with the Broadcasting Regulatory Codes prevailing from time to time. For the avoidance of doubt, in the event of a conflict between a VODA Practice Statement and the Broadcasting Regulatory Codes, the VODA Practice Statement shall take precedence.
- 2.11 Save as in accordance with section 2.9, the VODA Board may amend the Code, including without limitation, the constitution of VODA, the Core Principles and the VODA Complaints Procedure, from time to time following consultation with Members and other interested parties and on no less than two months' notice. In performing its duty to review the Code in general and the Core Principles in particular the VODA Board shall give consideration at regular intervals to (i) the relevance and application of the prevailing Broadcasting Regulatory Codes to Video-on-demand Services and (ii) prevailing Customer expectations of such Video-on-demand Services.
- 2.12 Any change to the Code made pursuant to section 2.11 shall be made by formal resolution at a meeting of the VODA Board. Such a resolution will require a two-thirds majority of all Members present and entitled to vote (which, for the avoidance of doubt, excludes abstentions). When considering the adoption of VODA Practice Statements or changes to the Code, each Member shall be entitled to one vote.

Adherence to the Code and General Law

- 2.13 Each Member agrees that it shall abide by the Code and any VODA Practice Statements issued pursuant to section 2.9.
- 2.14 For the avoidance of doubt, and save for any express provisions to the contrary, nothing in this Code shall be taken to suggest that this Code regulates and/or that the VODA Board will adjudicate on the legality or otherwise of material accessible on Video-on-demand Services. Where a complaint concerns the legality of such material, the VODA Board will advise the complainant to contact the Video-on-demand Provider of the relevant material directly.
- 2.15 Video-on-demand Services must comply with the law: they must not contain anything which is in breach of the law, nor omit anything which the law requires. Members recognise that compliance with the Code does not necessarily guarantee that they are acting within the law.

3 Statement of Policy: The Core Principles

- 3.1 This Code is based on two core principles (***the Core Principles***):
- (i) Members recognise their responsibility to assist Subscribers in their efforts to protect Children and Young People from unsuitable material;
 - (ii) Members recognise their responsibility to provide accurate, timely and reasonably prominent guidance in relation to their offerings of (a) content reasonably expected to cause significant offence or upset to some Customers and (b) commercial services.
- 3.2 Subject to the general provisions below and any Practice Statements issued by the VODA Board, each Member shall be responsible for determining the most appropriate means by which it shall satisfy the Core Principles.

4 Protecting Children and Young People

- 4.1 Members will each institute and make available a reasonable, robust and effective access control system to enable Subscribers, should they wish, to prevent Children and Young People from watching content that might reasonably be considered unsuitable. This may be through personal identification number (***PIN code***) protection, and/or a content watershed or any other effective access control system (or combination of systems) reasonably identified by a Member.
- 4.2 In identifying which material should be susceptible to access control, Members shall have regard to the Broadcasting Regulatory Codes and VODA Practice Statements prevailing from time to time.
- 4.3 It is noted that the provision of access control systems during family viewing periods places a significant degree of responsibility on Subscribers to self-regulate their household's viewing. Nevertheless, the Members recognize that their responsibility is to make such access control systems available to the Subscriber and to promote their use; it

is not the responsibility of the Members to enforce utilization of such systems within the household.

- 4.4 Members shall ensure all access control systems and other safeguards provided for the protection of Children and Young People are clearly and regularly explained to Customers in general and Subscribers in particular. To this end, Members will regularly and actively promote the use of the access control systems available on their Video-on-demand Services to Subscribers and Viewers alike to encourage their usage and will ensure that at all times their operating support systems make available in response to Customer enquiries adequate information about the operation of their designated access control systems.

Ensuring Subscribers are at least 18 Years Old

- 4.5 Where age-based access control systems are utilized by a Member in discharging its obligations under the Code, that Member shall institute and apply reasonable measures to ensure that its Subscribers are a minimum of 18 years of age.

5 The Provision of General Guidance to Customers

Protecting other groups

- 5.1 Any material reasonably expected by a Member as likely to cause significant offence or upset to some Customers will be clearly identified to the Customer prior to its distribution to the home. In identifying which material will require prior identification, the Members shall have regard to the Broadcasting Regulatory Codes and VODA Practice Statements prevailing from time to time and shall provide Customers with sufficient information and guidance as to the nature of the material so as to enable the Customer to make an appropriate choice at all times on whether or not to request the provision of the material.

Served Material

- 5.2 Members regularly distribute material to homes without the active on-demand selection of the Customer (**Served Material**). This may, for example, be done to promote and enhance understanding of services available to Customers, to communicate pricing or programming changes, to promote content available on the Video-on-demand Service or to raise awareness of access control systems. Where Served Material is distributed to homes during family viewing periods without adequate access controls, Members will ensure such Served Material conforms to an appropriate family viewing policy set by the Member by reference to the VODA Practice Statements and the Broadcasting Regulatory Codes prevailing from time to time.

Ensuring service transparency

- 5.3 Members will assist Customer understanding of each service environment accessed within a Video-on-demand Service and the content or services contained therein to enable Customers to make appropriate choices at all times. Members recognize that labeling, information announcements and classification details can be helpful in enabling Customers to make such choices.

Advertising & sponsorship

- 5.4 Advertising, sponsorship and other commercial activities will be undertaken with regard to the Broadcasting Regulatory Codes and VODA Practice Statements prevailing from time to time.

Commercial Services

- 5.5 Members will use their reasonable endeavours to ensure Customers are able to understand fully the nature of every commercial transaction in general, and the price of the good or service offered, the payment options available and any material conditions in particular, prior to completion of a transaction.

6 Data Protection and Privacy

- 6.1 Members shall comply with UK legislation relating to data protection.
- 6.2 When registering on the Data Protection Register, all Members must in their application state that the data may be used for regulatory purposes and that VODA is a potential user of that information.

7 Complaints

- 7.1 Where a Customer or third party (**a Complainant**) makes a complaint concerning a service provided by a Member, or asserts that a Member has acted in breach of the Code the following procedure shall apply.
- (a) Where the complaint is notified to VODA, the Secretariat will direct the Complainant to contact the relevant Member direct if he/she has not already done so.
 - (b) Where the complaint is made to the Member, or where the complaint is forwarded to the Member by VODA, the Member shall:
 - (i) promptly write to the Complainant to acknowledge receipt and furnish the Complainant with a statement explaining the VODA Complaints Procedure; and
 - (ii) use its reasonable endeavours to resolve the complaint within 20 working days of receipt.
 - (c) Where a Complainant informs VODA that his/her complaint has not been resolved to his/her satisfaction by the Member within the time-frame set out in section 7.1(b), the Secretariat will:
 - (i) ask that the Complainant set out the complaint in adequate detail in an email or letter or by telephone and identify the cause of his/her continued dissatisfaction; and
 - (ii) forward the complaint to the Member's specified contact within two working days of receipt.

The Member must respond to the Complainant directly within 10 working days of receipt of notification of the complaint from the Secretariat, copying the Secretariat into the response.

- 7.2 Where, within a reasonable period of time (but not less than 20 working days) following delivery of the Member's response in accordance with section 7.1(c), a complaint remains unresolved to the satisfaction of the VODA Board or the Complainant, the VODA Board shall be entitled (in the exercise of its absolute discretion) to initiate the VODA Standard Complaints Procedure set out below.
- 7.3 Each Member shall provide VODA with a single point of Contact for the Member authorised to deal with complaints under the Code.

8 VODA Complaints Procedure

- 8.1 Complaints made subject to the VODA Complaints Procedure shall be determined by the VODA Board. The VODA Board may delegate its powers under sections 7 and 8 of the Code to a sub-committee (the **Adjudication Committee**) comprising not less than three members of the VODA Board, one of whom must at all times be independent of the Members. Any member of the VODA Board who represents (a) the Member which is the subject of a complaint, or (b) the Complainant in a particular complaint (an **Interested Party**) shall be replaced on the Adjudication Committee by an alternative member of the VODA Board whilst the complaint in which he is interested is considered and determined. References in section 7.2 above and sections 8.2-8.10 below to the VODA Board shall be construed as references to the Adjudication Committee where such committee exists.

Emergency Procedure

- 8.2 Where it appears to the Chairman (or any appointed deputy) that a breach of the Code has or is likely to have taken place which is serious and requires urgent remedy, the Secretariat, at the request of the VODA Board, may initiate the emergency VODA Complaints Procedure (the **Emergency Procedure**). Where the Emergency Procedure is initiated:
- (a) The Secretariat will immediately investigate the complaint and notify its findings to the Adjudication Committee. If no such committee exists on initiation of the Emergency Procedure, the Chairman shall promptly appoint an Adjudication Committee.
 - (b) If all three members of the Adjudication Committee agree that there appears to be a serious breach of the Code requiring urgent remedy, the Secretariat will use its reasonable endeavours to notify the Member of the apparent breach and require the Member to correct the apparent breach immediately.
 - (c) Once the apparent breach has been corrected, the Secretariat shall provide to the Member all necessary information concerning the complaint and require the Member to respond in writing to the Secretariat within three working days.

- (d) All relevant information will, in the absence of special circumstances, be laid before the Adjudication Committee within ten working days from the date of notification referred to in paragraph (b) above, following which the Adjudication Committee will decide (acting as experts and not as arbitrators) solely whether or not there has been a breach of the Code. No Interested Party shall be present at any meeting of the Adjudication Committee, included in any correspondence during or in which the complaint is being discussed or decided upon or otherwise involved in the adjudication of the Complaint save for the purpose of providing evidence at the request of the Adjudication Committee. Each case shall be considered and decided on its own merits.
- (e) The Adjudication Committee may extend the time limits set out in this sub-section if it considers that their strict application might cause injustice.

The Standard Procedure

8.3 Pursuant to section 7.2, and save where the Emergency Procedure has been instigated, the Secretariat, at the request of the VODA Board, will initiate the Standard VODA Complaints Procedure as follows:

- (a) The Secretariat will seek from the Complainant and/or the Member as the case may be:
 - (i) the Complainant's original complaint and all responses from the Member concerning that complaint;
 - (ii) any additional relevant information considered likely by the Member or the Complainant to assist the Secretariat's consideration of the complaint.
- (b) The Secretariat may apply a discretionary non-refundable charge (***the Administration Charge***) of £250 towards the administrative costs of handling the complaint. The Administration Charge shall be levied upon the Member.
- (c) The Secretariat shall be entitled but not obliged to make further investigations into the complaint by whatever means it considers appropriate;
- (d) The Secretariat shall compile a report (***a Complaint Report***) setting out (but only to the extent permitted under data protection legislation):
 - (i) the name and address of the Complainant;
 - (ii) the name and address of the Member or Members the subject of the complaint;
 - (iii) the original complaint;

- (iv) the manner in which the Secretariat investigated the complaint, specifying any investigation carried out by the Secretariat and the result of its enquiries into the complaint and exhibiting copies of all material documents received;
 - (v) all material information available to the Secretariat concerning the complaint; and
 - (vi) the conclusions of the Secretariat arising out of the investigations carried out concerning the complaint.
- (e) The Secretariat will present the Complaint Report to the VODA Board as soon as practicable by meeting in person or in correspondence, following which the VODA Board will decide (acting as experts and not as arbitrators) solely whether or not there has been a breach of the Code. No Interested Party shall be present at any such meeting, included in any correspondence during or in which the complaint is being discussed or decided upon or otherwise involved in the adjudication of the Complaint. Each case shall be considered and decided on its own merits.

Notification of Decision and Deadline for Appeal

- 8.4 Promptly upon determination of the complaint under sub-section 8.2 or 8.3 above, the Secretariat will provide a copy of the VODA Board's decision (the VODA Adjudication), in writing, to the Complainant and the relevant Member together with a notification of the parties' rights of appeal pursuant to the Procedure of the VODA Independent Appeals Commission (the Appeals Notification).
- 8.5 Subject to the parties' right to appeal to the VODA Independent Appeals Commission, the final decision on complaints made subject to the VODA Complaints Procedure shall rest with the VODA Board.

Refusal to adjudicate/referral to third party

- 8.6 The VODA Board may refuse to adjudicate on a complaint where the subject-matter of the complaint is the subject of legal proceedings or where the complaint concerns the legality of material carried on a Service or where the VODA Board considers, after reasonable deliberation, the complaint to be frivolous, vexatious or persistently made without reasonable grounds. Where the VODA Board refuses to adjudicate, it shall provide its reasoning to the Secretariat for notification to the Complainant.
- 8.7 Where a complaint appears to fall within the ambit of a particular regulatory body or self-regulatory authority other than VODA (for example, OFCOM, the ISPA, ICSTIS or the Advertising Standards Authority), the Secretariat or VODA Board may refer the complaint to that body but may, should the VODA Board so wish in the exercise of its absolute discretion, nevertheless proceed to adjudicate upon the complaint in accordance with the above procedure.

Sanctions

8.8 Where the VODA Board determines, pursuant to section 8.1(e) above, that a Member has breached the Code, the VODA Board may by simple majority vote, having taken all relevant circumstances into account:

- (a) require the Member to remedy the breach promptly; and/or
- (b) require an assurance from the Member relating to future behaviour, in terms dictated by the VODA Board; and/or
- (c) require the Member to reimburse to the Complainant any Service charges which the Complainant may have paid to the Member in connection with the matter giving rise to the upheld complaint; and/or
- (d) require the Member to reimburse to VODA any reasonable amount in respect of administration charges incurred by VODA in determining the complaint; and/or
- (e) suspend the Member from VODA for such period as the VODA Board shall determine in the exercise of its absolute discretion without any reimbursement to the Member of any fees previously paid to VODA whether in whole or in part; and/or
- (f) publicise (by whichever means the VODA Board determines) the final decision of the complaint including the identity of the Member in question, the nature of the breach and any sanctions applied.

8.9 The failure of a Member to comply with any sanction imposed upon it will itself amount to a breach of the Code.

8.10 Prior to its adjudication, the details of any complaint to which the VODA Complaints Procedure has been applied shall be kept confidential by VODA, the Complainant and the relevant Member.

9 Appeals

9.1 A Member or Complainant party to a complaint subject to the VODA Complaints Procedure may appeal against the VODA Adjudication to the VODA Independent Appeals Commission. Appeals will be held in accordance with the Appeals Procedure set out in Appendix 1.

9.2 The VODA Independent Appeals Commission will accept and address appeals on the following grounds only:

- (a) the VODA Adjudication was based on an error of fact;
- (b) the VODA Adjudication was arrived at by the VODA Boards' incorrect exercise of its discretion.

9.3 A written appeal must be lodged with the Secretariat within one month of receipt by the appellant of the VODA Adjudication and the Appeals Notification (as defined in the Appeals Procedure). Appeals to the

Independent Appeals Commission must be made in writing to: The VODA Secretariat, (Address to be confirmed). Appeals must be accompanied by the written VODA Adjudication and must set out the reasons why the applicant is dissatisfied with the response received from VODA.

Appendix 1: The Procedure of the VODA Independent Appeals Commission

1. Definitions

- 1.1 Defined terms in this Document shall have the meaning given to such terms in the VODA Code of Practice (First Edition) (the **Code**) unless expressly stated.

Applicant The Member or Complainant who has appealed a VODA adjudication of a complaint to which they were party.

Chairman The Chairman of the Independent Appeals Commission

2. Appeals against VODA Adjudications

- 2.1 The **Code** provides a right of appeal against the initial adjudication of a complaint by the VODA Board made pursuant to the VODA Complaints Procedure (the **VODA Adjudication**). The right of appeal is available to any Member or Complainant aggrieved by a VODA Adjudication of a complaint subject to the VODA Complaints Procedure to which they were party, in accordance with the provisions set out below.

- 2.2 The Independent Appeals Commission shall consider all appeals validly made in accordance with the provisions of this Procedure. The Independent Appeals Commission shall be a body of persons independent of VODA appointed to consider appeals pursuant to paragraph 8 below. It cannot consider an appeal until the VODA Board has issued a VODA Adjudication of the original complaint.

Making the Appeal

- 2.3 The Independent Appeals Commission will hear an appeal of a VODA Adjudication on the following grounds:

- (a) the VODA Adjudication was based on error of fact; and/or
- (b) the VODA Adjudication was arrived at by the VODA Board's incorrect exercise of its discretion.

- 2.4 Appeals to the Independent Appeals Commission must be made in writing to:

The VODA Secretariat
(Address to be confirmed)

Appeals must be accompanied by the written VODA Adjudication and must set out the reasons why the Applicant is dissatisfied with the VODA Adjudication .

- 2.5 The Independent Appeals Commission will not consider an appeal unless it is received by the VODA Secretariat within one month of the

Complainant's receipt of (a) the VODA Adjudication and (b) notification from VODA of the right of appeal to the Independent Appeals Commission (the **Appeals Notification**). The VODA Adjudication and Appeals Notification will be deemed to have been received by the Complainant three working days from, and including, the date of posting where sent by post, and the date of dispatch where sent by email, fax or by hand.

3. The Procedures of the Independent Appeals Commission

- 3.1 The Independent Appeals Commission may consider any appeal lodged with the Secretariat in accordance with the provisions of paragraph 2 above.
- 3.2 The Independent Appeals Commission may make any further enquiries of the Complainant and VODA that it considers necessary to determine the appeal fairly.
- 3.3 The Independent Appeals Commission will aim to reach and issue a final written determination of an appeal within 12 weeks of receiving the request.
- 3.4 The quorum for meetings of the Independent Appeals Commission shall be three, and its meetings shall be held in private.

4. Enforcement of Sanctions

- 4.1 Where an appeal is lodged with the Independent Appeals Commission pursuant to paragraphs 2.3 to 2.5 above, any sanction imposed on the relevant Member by the VODA Board will not be automatically suspended pending the outcome of the appeal. But the Chairman will have discretion to suspend any sanction if he is satisfied that not to do so would give rise to undue hardship, and that to do so would not give rise to a significant risk of public harm. He shall seek the views of VODA on those matters prior to making a decision.

5. Powers of the Independent Appeals Commission

- 5.1 The Independent Appeals Commission may confirm, vary or rescind:
 - (a) the VODA Adjudication or any part of it made by the VODA Board and substitute such other finding as it considers appropriate,
 - (b) any sanction imposed by the VODA Board following the VODA Adjudication. For the avoidance of doubt, the Independent Appeals Commission may impose a greater sanction than that imposed by VODA provided that such a sanction could have been imposed by VODA;
 - (c) the imposition of an administrative charge made by VODA, if any.

6. Decision and Publication

- 6.1 The Independent Appeals Commission shall, as soon as is practicable, provide a reasoned written decision. This written decision shall be published by VODA.

7. Further Appeal

- 7.1 There is no further appeal through VODA's procedures or those of the Independent Appeals Commission.

8. Appointment of the Independent Appeals Commission

- 8.1 The Independent Appeals Commission shall be appointed as follows:
- (a) The Independent Appeals Commission shall comprise a Chairman and four lay members. It shall not include any Member or an affiliate of a Member.
 - (b) VODA will appoint an appointing body (the **Appointing Body**), which will have the task of recruiting the Chairman and four lay members of the Independent Appeals Commission. The Appointing Body shall not include any Member or affiliate of a Member but shall consult with the VODA Board during the appointment process.
 - (c) The Appointing Body will have complete authority in its recruitment and selection process and will be charged with compiling relevant job specifications, selection criteria and an interview process designed to identify suitable members of the Independent Appeals Commission.
 - (d) The Appointing Body shall be dissolved once all members of the Independent Appeals Commission have been successfully recruited.
- 8.2 The members of the Independent Appeals Commission shall be remunerated in accordance with remuneration rates set by the Appointing Body in consultation with the VODA Board. Such remuneration shall be paid from an Independent Appeals Commission Fund to be administered by the Secretariat and funded by the Members in accordance with a funding formula to be determined from time to time by the VODA Board pursuant to the provisions of sections 2.5 and 2.11 of the Code.
- 8.3 In the event that a member of the Independent Appeals Commission retires, resigns or for any other reason is unable to continue as a member of the Independent Appeals Commission, the VODA Board shall delegate to the remaining members the responsibility for recruiting a replacement . If all members of the Independent Appeals Commission retire, resign or are unable to continue as members of the Independent Appeals Commission then VODA shall form another Appointing Body pursuant to paragraph 8.1 above.

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