Consumer Law Training
for European SMEs

Module 5

Alternative dispute resolution

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Readers should also remember that EU and national legislation is being continuously updated: any paper version of the modules should be checked against possible updates on the website www.consumerlawready.eu.

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“Alternative Dispute Resolution allows me to solve disputes with a consumer in a quick and simple way”

Trader

“Being able to rely on an impartial body is a relief when a dispute with a trader happens”

Consumer

“ADR provides a fair and structured way to resolve disputes without the need for lengthy and costly court proceedings.”

ADR body

Introduction

Dear entrepreneur,

This Handbook is part of the Consumer Law Ready project addressed specifically to micro, small and medium-sized companies that interact with consumers.

The Consumer Law Ready project is a European-wide project managed by EUROCHAMBRES (the association of European Chambers of Commerce and Industry), in a consortium with BEUC (the European Consumer Organisation) and SMEunited (the Voice of SMEs in Europe). It is funded by the European Union with the support of the European Commission.

The objective of the project is to assist you in complying with the requirements of EU consumer law.

EU consumer law consists of different pieces of legislation adopted by the European Union over the last 25 years and transposed by each EU Member State in their respective national law. In 2024, the Commission concluded the Digital Fairness Fitness Check (launched in 2022)[2] that aimed at evaluating whether the current consumer protection rules are fit for purpose to ensure a high level of consumer protection in the digital environment. The Fitness Check showed that these rules remain both relevant and necessary to ensure a high level of consumer protection and effective functioning of the Digital Single Market. At the same time, it identified several harmful, evolving practices that consumers face online and points to areas for improvement which should be addressed in the future.

The Consumer Law Ready project aims to enhance the knowledge of traders, in particular of SMEs, regarding consumer rights and their corresponding legal duties.

The Handbook consists of seven modules. Each one deals with one particular topic of EU consumer law:

- Module 1 deals with the rules on pre-contractual information requirements,
- Module 2 presents the rules on the consumer's right to withdraw from distance and off-premises contracts
- Module 3 concentrates on the remedies which traders must provide when do not conform with the contract
- Module 4 focuses on unfair commercial practices and unfair contract terms
- Module 5 introduces consumer alternative dispute resolution (ADR)
- Module 6 introduces rights and obligations in digital markets
- Module 7 introduces product safety (2026)

This Handbook is just one of the learning materials created within the Consumer Law Ready project. The website consumerlawready.eu contains other learning tools, such as videos, quizzes and an 'e-test' through which you can obtain a certificate. You can also connect with experts and other SMEs through a forum.

The Module 5 of the Handbook aims to make you familiar with ADR (Alternative Dispute Resolution) It presents what ADR is, what an ADR body is, what your legal obligations related to ADR are and how to use ADR.

The Module presents the ADR as laid down in Directive 2013/11/EU of the European Parliament and of the Council of 2013 on alternative dispute resolution for consumer disputes. On 30 December 2025, the EU adopted EU Directive 2025/2647 amending Directive 2013/11/EU. The Directive introduces several changes to the existing EU regulatory framework for consumer ADR. It entered into force on 19 January 2026. Member States must now adopt the national measures implementing the Directive by March 2028 for application by September 2028. In parallel, the EU ODR platform was discontinued. A **new portal** was launched in March 2026 at the EU level providing consumers with information about redress options and with a list of all dispute resolution bodies operating in the EU and certified by national competent authorities.

We hope that you find the information in the Handbook useful.

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Consumer Law READY

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for European SMEs

Module 5

consumerlawready.eu

Examples

Example 1, national version

A customer who bought one laptop in your store returns it after a few days claiming that it does not work and seeking a refund. Although the laptop does not work properly now, you do not believe that the product was defective at the time of purchase.

Example 1, online version

A customer from a neighbouring country buys a laptop from your website. A few days after delivery, he writes you an e-mail claiming that it does not work and requesting a full refund. You do not believe that the product was defective when it was delivered.

Example 2

Your shop sells furniture, art pieces and other high quality interior decorations. One customer is not happy about the quality of a product you sold her and asks for a discount. You disagree.

Example 3

Your newly launched restaurant has been advertised in the media promising a complimentary bottle of champagne with dinner during the opening week. However, before the week finishes, the champagne has run out, and the new order has not been yet delivered. One of your customers has not received the complimentary bottle and complains as he feels cheated.

In each of the above scenarios, you have a dispute with a customer that may not be possible to settle with your customer directly. Perhaps the customer will feel unfairly treated and won't buy from your shop or website again. Perhaps your customer will post a negative review online which will impact negatively on your business. Perhaps the customer will bring you to court which will be time consuming, expensive and damaging to your reputation.

So, what can be done?

Clearly, the best thing is to avoid disputes in the first place.

The next best thing, if disputes arise, is to resolve them directly with your customer.

If no direct solution can be found, court proceedings may be an option but these, as noted above, could be costly and time-consuming. Furthermore, if your customer is based in a different EU country, European law may allow your customer to sue you in his/her own country[3], which can increase the inconvenience and expense involved for you as a trader.

Thankfully, a better solution exists: Alternative dispute resolution.

In this module, we will discuss:

Alternative Dispute Resolution (ADR) is an out-of-court process for solving disputes between you and your customers, with the assistance of an ADR body[4].

This module will answer these 10 questions:

1. What is Alternative Dispute Resolution (ADR)? (I)
2. What are the advantages of ADR? (I)
3. What is an ADR body? (II)
4. What baseline standards do all ADR bodies have to comply with? (III)
5. What different techniques do ADR bodies use to resolve disputes? (IV)
6. How does ADR work in your country and in your sector? (V)
7. How can you find an ADR body for your business sector? (V)
8. What are your legal obligations related to ADR? (VI)
9. A dispute arises that you can't resolve – how to use ADR? (VII)

I. What is Alternative Dispute Resolution (ADR)?

Alternative Dispute Resolution (ADR) also sometimes called '**out-of-court dispute resolution'** is a procedure for solving disputes between consumers and traders without going to court. It involves the use of an ADR body which is an impartial body that uses dispute resolution techniques that may include mediation, arbitration or mixed methods.

Under European law as modified by Directive 2025/2647, ADR can be used to resolve:

any dispute arising from a contract between a trader and consumer, whether the product or service was bought online or offline or whether you and your customer live in the same or in different EU countries.

Good to know: The European law has been extensively revised by the Directive 2025/2647/EU: the ADR entities will be required to also handle the disputes over supply of digital content or digital services provided without pay, when the consumer allows the trader to use their personal data instead. The 2025 Directive also clarified that the disputes over purchases also include the pre-contractual phase.

The Directive also obliged the ADR entities to resolve the disputes against the non-EU traders, under conditions, such as targeting the consumers in the EU and the joint request by the consumer and the trader.

Member States have until 20 March 2028 to adopt the necessary legislation – which will need to apply by September 2028,

The ADR Directive leaves it to the Member States to decide whether participation in ADR is mandatory for the traders - or mandatory for specific sectors or specific types of disputes.

What are the advantages of ADR?

ADR is easy to use

It is designed to be easy to use and is less formal than court procedures.

ADR is impartial

It observes certain baseline standards of impartiality so that you and your customers know the processes are fair.

ADR is less expensive than going to court ADR is either free of charge for consumers or only requires them to pay a nominal fee. For traders, the fees may be decided by the national legislation or by the relevant ADR entities themselves.

ADR is efficient

A dispute referred to ADR will be resolved, except for exceptional cases, within 90 days.

ADR promotes goodwill

Using ADR will be seen by your customers as a sign of good-will and a commitment to fairness and good customer care. ADR is therefore important to maintain good relationships with your customers in the future.

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ADR is confidential

Unlike courts, ADR is not generally conducted in public thus minimizing the risk of reputational damage that could arise from a dispute.

ADR is flexible

Using ADR can result in pragmatic solutions which you and your customer may consider more convenient than what might be prescribed by law or imposed by a court.

Remember this example from the introduction?

A customer from a neighbouring country buys a laptop from your website. A couple of days after delivery, he writes you an e-mail claiming that it does not work and requesting a full refund. You do not believe that the product was defective when it was delivered, and therefore disagree with the customer;

Simple solution – Our advice

This dispute can be referred to ADR. The ADR body chosen will hear from both sides and propose a solution. You will not have to use a lawyer. The ADR body may find for you or the consumer or may propose a compromise solution that is considered fair by both sides..

II. What is an ADR body?

An ADR body is an impartial entity or individual that helps consumers and traders resolve disputes without going to court. ADR bodies have existed in many European countries for some time. Dispute Boards, Arbitration services, Conciliators, Mediators and even Ombudsmen: all of these can be considered ADR bodies.

However, a problem with ADR in the past was that, depending on the country, ADR was available for disputes only in particular sectors, such as travel or electricity. Furthermore, in the past, ADR bodies were not all equally independent.

The European Union was aware of the advantages of ADR for consumers and for traders. It knew that ADR could contribute to increasing confidence in the Single Market and promoting growth. The European Consumer Centres Network[5] promotes the use of ADR to consumers in cross-border disputes. To address the problems that existed with ADR, therefore, the EU adopted legislation in this area.

Under Directive 2013/11/EU, an ADR body can become a notified ADR body by applying with the competent authority of its country. The fact that the ADR body is notified guarantees that it complies with all the quality standards relating to fairness, independence, efficiency as outlined under Chapter II of the ADR directive. Throughout the whole module when the ADR body is mentioned, we mean the ADR body that complies with the requirements of the EU Directive and that has been notified to the European Commission.

Good to know: the national ADR landscape remain diverse despite the EU rules. The 2013 Directive left the possibility for Member States to accommodate ADR to their domestic specificities. The revision brought by Directive 2025/2647 maintained that diversity. Member States may decide that, traders' participation in ADR is compulsory (or voluntary), that the outcomes are binding on the trader (or not); and there may be only one ADR entity covering an economic sector in its entirety (e.g. an energy ombudsman) or several ADR entities may coexist (see below for additional information).

Lead Trainers can provide details of the relevant national competent authority here.

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III. What baseline standards do consumer ADR bodies have to comply with?

ADR bodies that are notified under the terms of the ADR Directive must comply with the following standards:

They are impartial

Notified ADR bodies will usually be fully independent from the consumer and the trader in a dispute. In some cases, dispute resolution entities funded by the trader groups or even individual companies may be recognised as ADR entities but only under strict conditions that guarantee the impartiality of the dispute resolution process. Those in charge of ADR are appointed for a term of office of sufficient duration, are not subject to any instructions from either parties and their remuneration is not linked to the outcome of the procedure.

They are competent

Notified bodies will be expert in ADR procedure so that the services they provide can be both fair and effective. They will also be expert in the substantive law in the area or areas in which they work (for example: an ADR body that deals with consumer disputes related to air passenger rights will know the law in this area).

They are affordable

Depending on how the ADR is organised in your country, you may need to either pay to register to the ADR body, or a fee per case. In most situations, these expenses will be lower than if you had to go to court and hire a lawyer.

They are efficient

Notified ADR bodies should complete a case within 90 days (except for disputes of exceptional complexity which may take longer). It may not be necessary for you or the consumer to physically attend the process. Neither you nor your customer will be required to use a lawyer – but both of you will be allowed to.

They are transparent

Notified ADR bodies have to publish details of business sectors they deal with; the procedures they employ; the costs (if any) involved; and the legal consequences of their decisions. They are also required to publish annual reports giving information on the number of disputes handled; the number and nature of disputes which they refused to deal with; and the average time taken to resolve a dispute.

Some of the ADR bodies publish not only the statistics and other information, but also various guides both to consumers and to companies.

These are baseline standards all notified ADR bodies must comply with. However, not all ADR bodies work in exactly the same way. In addition to the above-mentioned standards, some ADR bodies might need to comply with additional standards because of the business sector they deal with or the member state in which they are based. Also different ADR bodies will use different techniques to resolve disputes.

Before using a particular ADR body, therefore, you may wish to find out more about how it carries out its work.

Good to know: Directive 2025/2645 amending the EU consumer ADR framework introduces an obligation for ADR entities to inform consumers and traders in advance about their possible use of automated means insofar as it affects the decision to treat the case, or the outcome of that case Consumers and traders must also be informed about their right to have such case case reviewed by a natural person of the ADR entity In addition, for the sake of improving efficiency, the 2025 Directive gives the possibility to ADR entities to bundle similar individual consumer cases when they are arising out from to the same illegal practice.

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IV. What are the different models and roles of ADR?

ADR bodies may use different dispute resolution techniques including the following:

Mediation

In mediation, the ADR body will clarify the facts of a dispute; establish the views of you and your consumer; and help you agree a resolution that is acceptable to you both.

Case Study: The Belgian Consumer Mediation Service gives several examples of cases where it was possible to find a compromise, such as a discount for the next bill in the restaurant or, in the case of a fitness club subscription, a temporary interruption of the subscription during renovation works. (http://www.mediationconsommateur.be)

Arbitration

An arbitrator will listen to both sides of the dispute, assess what the outcome of the dispute should be, and impose a solution based on the assessment.

Mixed Methods

Some ADR bodies will combine different techniques within their procedure. For example, they might begin with mediation, and if agreement is impossible, then propose a solution based on their own assessment of the situation.

The resolutions provided by ADR may be binding or non-binding:

- Some ADR bodies issue decisions or recommendations that you and your customer can choose to accept or not (non-binding).
- Some ADR bodies make recommendations or decisions that you will be obliged to follow (binding). Depending on the ADR body, these decisions might only be binding on you or be binding on you and your customer.

The following points can be noted about binding and non-binding ADR:

- If the decision of an ADR body is to be binding, you and the consumer shall be informed of this at the beginning of the process and specifically accepted this.
- If a binding decision is made but you disagree with it and question its fairness, usually the decision can still be challenged in court.
- A trader and a consumer can agree that, once the dispute arises, it will be resolved by ADR (or a specific ADR), However, a contract stipulating that a consumer can only use ADR (and not national courts) and concluded before the dispute has materialised, will be null and void. Although traders and consumers, once a dispute between them arises, may agree to submit to an ADR process, traders are not permitted to include contract terms that oblige customers to use ADR instead of the courts should a dispute arise

Case Study: the decisions of the Travel Sector Complaints Board in the Netherlands are binding on the trader and have to be complied with within 2 months.

As stated above, all notified ADR bodies must publish information on their procedure and on their work. This information will be available on the website of the ADR or will be given to you in a durable form on request.

Case Study: Lead trainers could, at this point, use different ADR bodies as examples and work through the questions below.

Does this ADR body deal with my business sector? Is it mediation-based or arbitration-based or does it use mixed methods? Will its recommendations / decisions be binding or not? If I disagree with a decision, how can it be challenged? How long does a procedure last on average? Which types of disputes does it deal with and on what basis does it refuse to deal with disputes?

Beyond complaint-handling: information and market monitoring.

The role of some ADR entities (in particular sectorial ombudsmen) may go beyond dispute resolution. Some ADR entities also provide information to consumers about their rights. Furthermore, through the complaints they receive, they may identify market patterns and systemic issues and issue general recommendations to improve the functioning of markets.

V. Do any country or sector specific factors apply?

We have looked at the basic standards all notified ADR bodies must comply with and looked at different techniques ADR bodies use to resolve disputes. For many traders, using ADR is not compulsory and they will choose to use it for the advantages it offers. These traders can make informed decisions on using ADR and choosing an ADR body based on what we have covered so far.

It is important to note, however, that there may be **additional** requirements and rules for your business relating to ADR depending on your country or your business sector. Importantly, note that EU Member States will need to adopt national measures to implement EU Directive 2025/2647 into their national legal systems. Some of them may decide to go beyond the requirements laid down by the EU Directive. It is therefore very important that you look at the additional national rules that might apply to consumer ADR in your country.

In this section, we will find out whether any of these apply to you.

Note to the Lead Trainers

Provide the country and sector specific information as appropriate in the sections below. In each country there is one (or several) national competent authority/ies whose task is to check whether ADR bodies comply with EU law and to publish a list of such compliant "notified" ADR bodies. Lists of ADR bodies may be obtained from the national competent authority/ies or from the Commission website which lists ADR bodies by country. In addition to relevant legislation at national level, information provided by notified ADR bodies should indicate whether certain traders are legally obliged to use their services and/or be bound by their decisions.

Usually a customer starts the ADR process but, in some countries, traders can also make a complaint against a customer.

Usually participation is optional for both consumers and traders, but in some cases, depending on the country/sector, traders MUST get involved if there is a complaint from a customer.

In some countries, particular traders MUST accept the decision of particular ADR bodies.

Some sectors in some countries may be obliged to use particular ADR bodies. These ADR bodies, however, in certain instances, may not be notified bodies under the ADR legislation.

Also, some businesses may be "committed" to ADR but the ADR body they use may be notified in a different European member state.

Some traders may be members of a trade association that involves referral of consumer complaints to a particular ADR body.

Note to the Lead Trainers

Find out the situation in your country and for the traders you are training and include the information. Provide all necessary information here so that intermediaries and SMEs find the answers to the 2 questions below.

a) How does the ADR process work in Ireland ?

The ADR (Alternative Dispute Resolution) process in Ireland for consumer disputes is a voluntary, structured, and regulated pathway that helps consumers resolve problems with traders without going to court. It is governed by the European Union (Alternative Dispute Resolution for Consumer Disputes) Regulations 2015 and supervised by the Competition and Consumer Protection Commission (CCPC).Below is a clear, structured, step-by-step explanation of how the ADR process works in Ireland, tailored for training or policy use.

The process follows a predictable sequence. Here is the full workflow:

01 Raise the issue with the trader

Consumers must first contact the trader directly and give them a reasonable chance to resolve the complaint informally.

02 Check if the trader uses an ADR body

Irish traders must inform consumers whether they are willing or obliged to engage in ADR and identify the certified ADR body they work with.

03 Submit a complaint to the ADR body

If unresolved, the consumer submits the complaint—usually online—providing evidence such as receipts, emails, and photos.

04 ADR body assesses admissibility

The ADR body checks if the dispute falls within its remit, is not frivolous, and has first been raised with the trader.

05 ADR procedure begins

The ADR body uses mediation, conciliation, or adjudication to explore solutions; both parties may be contacted for more information.

06 Decision or proposed solution issued

Within 90 days, the ADR body issues a recommendation or binding decision depending on the type of ADR used.

07 Outcome accepted or rejected

Consumers and traders decide whether to accept the proposed solution; some ADR outcomes are binding, others are not.

(b) How does ADR work in your sector?

In Ireland , to find out the ADR bodies for the products or services you sell, here is the list of ADR bodies https://www.ccpc.ie/consumers/how-to-complain/alternative-dispute-resolution/[7]

VI. What are your legal obligations related to ADR?

If you are obliged to use ADR owing to your business sector and/or the country in which you are based [see "V" above], or if you have committed to using ADR you have may have legal obligations to inform your customers about ADR. Please see the detailed obligations below and in the checklist.

1. **Before any dispute arises**

   If you are obliged to use ADR or have committed to using ADR, you have to inform your customers about the ADR body or bodies that you deal with on your website (if you have one) and, if applicable, in the general Terms and Conditions of your customer contracts. In providing this information, you need to give the website of the ADR body or bodies.

2. **If you have a dispute with a customer:** If you are obliged or committed to using ADR *[see above]* and a dispute arises which you do not succeed in resolving directly, you have to inform the customer about your ADR obligations and commitments, the ADR body or bodies that are relevant in this regard, and specify whether you will make use of the relevant ADR body or bodies for the dispute in question. This information has to be provided to the customer on paper or in another ‘durable' format that the customer can store electronically (e.g., an email, a USB drive etc.).

   Good to know: the revision to the EU ADR regulatory framework as brought by Directive 2025/2647 introduces a "**duty to reply**" for traders: traders are now requested to respond to ADR entities within 20 working days whether they will participate in the ADR procedure. This period can be extended up to 30 working days for more complex cases. National implementing legislations will determine the consequences in case traders fail to comply with this obligation. This duty to reply may not apply in certain cases, in particular if the trader's participation in the ADR procedure is mandatory, if the ADR outcome can be reached without the trader's consent or if the trader has already committed contractually to use ADR to resolve consumer disputes.

VII. A dispute arises that you can't resolve - How to use ADR

Once the consumer makes a complaint about your business, you will receive notification of this from the ADR body.

On receipt of this notification, you will be furnished with certain information about the procedure, and it will be possible to find out more information about the ADR body from the ADR body's website or by request.

As indicated above, please note that as a trader you have a duty to reply within 20 working days as to whether you intend to take part in the ADR procedure.
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It may also be possible at this stage to settle the dispute immediately (and thus terminate the procedure); for example, by providing redress to the consumer or by finding some kind of a compromise solution.

You may choose to continue with the ADR process and put forward your side of the story. In the course of an ADR process, there might be a number of rounds of explanations, both from you and your customer.

As the process progresses, the ADR body will explain all the steps that need to be or can be taken and the consequences of those steps.

Once an outcome has been reached, it will be binding or non-binding, depending on the ADR body involved.

In resolving your dispute, the ADR body will also explain the practical aspects of the suggested solution. (For example, if it suggests you to give a financial compensation to the consumer for a defective laptop, it should also tell you by when you would have to pay, whether you or and the consumer could appeal such proposed solution in court, etc.).

Sample ADR Cases Ireland 🎏

1. Dunnes Stores v. McCann & Ors (2020) – Expert Determination Case

Type: Expert Determination (ADR)

What happened:

A dispute arose over whether a construction project had been properly completed. An independent expert was appointed to decide the issue. The Supreme Court examined how far an expert's authority extends in ADR and whether they can decide questions of law.

Outcome:

The Court confirmed the expert's mandate and clarified limits of expert determination in Ireland.

🔗 Official case link:

https://www.lawsociety.ie (ADR Judgments – Dunnes Stores v McCann & Ors)2. XPL Engineering Ltd v. K & J Townmore Construction Ltd (2019) – Arbitration Referral

Type: Arbitration (ADR)

What happened:

XPL Engineering sought payment; the defendant argued the dispute must go to arbitration under the contract.

Outcome:

The High Court referred the dispute to arbitration, confirming that the Model Law requirements were satisfied and that arbitration was the correct ADR route.

🔗 Official case link:

https://www.lawsociety.ie (ADR Judgments – XPL Engineering v Townmore Construction)

3. Ryan v. Kevin O'Leary (Clonmel) Ltd (2018) – Challenge to Arbitral Award

Type: Arbitration (ADR)

What happened:

A party attempted to set aside an arbitrator's award, claiming it exceeded the scope of the submission and violated public policy.

Outcome:

The High Court refused to set aside the award, confirming the arbitrator acted within their authority and that the challenge was essentially an attempt to appeal the decision—something not allowed under arbitration rules.

🔗 Official case link:

https://www.lawsociety.ie (ADR Judgments – Ryan v Kevin O'Leary)

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Annex 1

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Consumer Law READY

For ALL traders

When a customer dispute arises

Before any customer dispute arises

Checklist– ADR information obligations

- Have you informed your customer about the possibility to use ADR?
- Have you informed your customer about it either by e-mail or provided on paper or other 'durable' means?
- Have you informed your customer (by e-mail, on paper or by other 'durable' means) whether you will make use of any ADR body to solve this dispute?

Checklist – ADR information obligations

Before any customer dispute arises

Checklist– ADR information obligations

Please note that you also have to comply with the checklist above.

1. Do you comply with the checklist "for all traders"?
   NB: Online traders must comply with the checklist above called "for all traders"
2. Do you provide your e-mail address on your website and app (if you have one) in a way that people
   can easily find it?
   NB: An online contact form that does not show the email address is not sufficient to meet this requirement.

Checklist (to-do list) for the lead trainers in adapting the module

When you are adapting the content of this module to your national circumstances:

1. Find your national list of the ADR bodies[12]. There should be a competent body (a minis an authority that is responsible for consumer affairs) that has published such a list. Please include the link to the relevant national bodies in the information given to SMEs.

2. Check all ADR bodies to see if any of them are mandatory for traders to participate (in the sense that if consumer complains to that body, the trader in question is obliged to respond and to follow the procedure). If it is the case, it is crucial that you include this example to your national version of this handbook.

3. Also check the procedure for traders to 'commit' to the ADR bodies that are not mandatory – can they have an agreement (a contract?) with that ADR body that they will use it on a regular basis, every time they have a dispute? Do they have to pay any fees?

4. Check if any of the national ADR entities allow the trader to start a complaint against the consumer (for instance, it could be helpful in case of a late payments). Note that traders can only complain against consumers if they reside in Belgium, Germany, Luxembourg or Poland.

5. A lot of ADR bodies will publish examples of cases they can solve – whenever possible, include those examples in this material.

To Do List for the Lead Trainers

Once the training has been tested and the document is finalised, it will have a working life of its own with trainers making it their own. At that stage, it is vital that information is passed back centrally to ensure that this wealth of information can enrich the training material.

Examples databases

Examples are absolutely critical to ensure training and trainers' credibility. Examples have to reflect the key dispute problems and come from as many sectors as possible. The first examples may well have to be changed/updated over time.

Database of examples: (store, online)

An online bookstore, specialised in old valuable books receives an order from a customer from another country. After a while, the customer complains that he did not receive the book, even if the bookstore dispatched it.

A customer subscribes to a weekly box for fresh vegetables and fruit from a nearby farm, but after a couple of weeks the delivery of boxes is interrupted and they do not arrive for the next 3 weeks, even if paid in advance.

Understand how the ADR process works (III - Specific national)

This knowledge is very useful at country level and can change over time. It is very important to keep track of these changes.

Q&As database

In any training, the Q&As are essential and they may change over time.

Definitions for the glossary on Alternative Dispute Resolution (from the legislation)

‘consumer’ means any natural person who is acting for purposes which are outside his trade, business, craft or profession;

‘trader’ means any natural persons, or any legal person irrespective of whether privately or publicly owned, who is acting, including through any person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession;

‘domestic dispute’ means a contractual dispute arising from a sales or service contract where, at the time the consumer orders the goods or services, the consumer is resident in the same Member State as that in which the trader is established;

‘ADR procedures’ - procedures for the out-of- court resolution of domestic and cross-border disputes concerning contractual obligations stemming from sales contracts or service contracts between a trader established in the Union and a consumer resident in the Union through the intervention of an ADR body which proposes or imposes a solution or brings the parties together with the aim of facilitating an amicable solution.

‘online sales or service contract’ means a sales or service contract where the trader, or the trader’s intermediary, has offered goods or services on a website or by other electronic means and the consumer has ordered such goods or services on that website or by other electronic means;

‘electronic means’ means electronic equipment for the processing (including digital compression) and storage of data which is entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means (e.g. an e-mail or a video message).

Links to legislation

Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (available in all EU languages)

Directive (EU) 2025/2647 of the European Parliament and of the Council of 16 December 2025 amending Directive 2013/11/EU on alternative dispute resolution for consumer disputes

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