



IKNOWA ADR Policy
<https://iknowa.com/trade/adr>

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Summary of Process and Target Timescales

Stage	Activity	Target
Stage 0	Consumer submits Dispute Notice	Day 0
Stage 1	Consumer submission	Day 1–5
Stage 2	Trader response	Day 6–10
Early Resolution	Optional – one-time settlement opportunity	In Stage 2
Stage 3	Evidence exchange and right to comment	Day 11-15
Stage 4	Case Review File Prep/Initial Adjudication	Day 16–20
Stage 5	Adjudication and Decision	Day 21–35
Stage 6	Implementation and Notification	Day 36- 45
Post ADR	Consumer may elect Arbitration	Day 45+

Important note:

ADR outcomes are not binding on Consumers, but Traders may be contractually bound by the decision.

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1. Introduction

Definitions and Interpretation

The following definitions and rules of interpretation apply to this policy.

1.1 Definitions:

1 Act of Insolvency:

1a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of any entity (being a contractor) working under the IKnowa workmanship agreement;

1b) the making of an application for an administration order or the making of an administration order in relation to any entity (being a contractor) working under the IKnowa workmanship agreement; [or any guarantor]

1c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Entity (being a contractor) working under the IKnowa workmanship agreement; [or any guarantor]

1d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Entity (being a contractor) working under the IKnowa workmanship agreement [or any guarantor];

1e) the commencement of a voluntary winding-up in respect of the Entity (being a contractor) working under the IKnowa workmanship agreement [or any guarantor]; except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

1f) the making of a petition for a winding-up order or a winding-up order in respect of the Entity (being a contractor) working under the IKnowa workmanship agreement; [or any guarantor];

1g) the striking-off of the Entity (being a contractor) working under the IKnowa workmanship agreement; or any guarantor from the Register of Companies or the making of an application for the Entity (being a contractor) working under the IKnowa workmanship agreement; [or any guarantor to be struck-off];

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1h) [the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Entity (being a contractor) working under the IKnowa workmanship agreement; or any guarantor;]

1i) the Entity (being a contractor) working under the IKnowa workmanship agreement; or any guarantor otherwise ceasing to exist (but excluding where the Entity (being a contractor) working under the IKnowa workmanship agreement; or any guarantor dies); or

1j) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Entity (being a contractor) working under the Iknowa workmanship agreement.

2 The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

3 **Act of Insolvency** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to an entity (being a contractor) working under the IKnowa workmanship agreement; or guarantor incorporated or domiciled in such relevant jurisdiction.

4 **Asset Owner** means the legal or beneficial owner of the property where the Installation to which the works or services under the Dispute Notice relate.

5 **Cease to Trade:** a circumstance including, but not limited to an Act of Insolvency, and further includes but is not limited to, a circumstance where the entity working under the IKnowa workmanship scheme is permanently and totally incapacitated and/or disabled due to a medical event or diagnosis certified by a registered medical professional and/or institution where the Entity that originally completed the Installation cannot continue their business and/or unable to engage further.

6 **“Consumer”** means any individual or entity acting for purposes wholly or mainly outside their trade, business or profession, who has paid for a service or is to benefit from an Installation facilitated through the IKNOWA platform by an Entity working under the Iknowa workmanship scheme.

A Consumer is also the party entitled to escalate a dispute to arbitration following ADR.

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Where a Consumer is also the Asset Owner, they are entitled to the full benefits and protections of the IKNOWA ADR and Arbitration policy schemes managed under IKNOWA's contractual dispute resolution arrangements, which may follow similar procedural steps but are not part of the CTSI approval.

Where a Consumer is **not** the Asset Owner (for example, a tenant, licensee, or third-party beneficiary), they remain eligible to use the IKNOWA ADR and Arbitration policy schemes, subject to the Asset Owner's acknowledgement of access rights and consents to the Installation.

For the purposes of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 and CTSI approval, the term "**Consumer**" is interpreted strictly in accordance with the statutory definition.

Where an individual or organisation uses the IKNOWA platform in a commercial or professional capacity, including as a landlord, developer, housing provider, fund, or asset-holding vehicle, they shall be classified as an **Enterprise Consumer Partner** and not as a Consumer for the purposes of the CTSI-approved ADR scheme.

For the avoidance of doubt, any individual or organisation using the IKNOWA platform in a commercial, professional or business capacity — including landlords, developers, housing providers, funds, asset-holding vehicles, managing agents or public bodies — does **not** fall within the statutory definition of Consumer for CTSI purposes, even where they are an Asset Owner or funding party in respect of the Installation.

Such users are classified as **Enterprise Consumer Partners** under this Policy and are not eligible to initiate or participate in the CTSI-approved ADR scheme as Consumers.

7 **Dispute Notice:** a written communication (including but not limited) to those on the IKnowa platform) being a notice from the Initiating Party wishing to commence a dispute under this policy and a "Raise a Dispute" e-ticket within the IKnowa platform.

8 **Enterprise Consumer Partner:**

An individual or organisation who:

(a) uses the IKNOWA platform in a commercial, professional or business capacity; and

(b) commissions, funds, manages, or benefits from works or Installations facilitated through the IKNOWA platform;

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Enterprise Consumer Partner (cont'd):

but who does **not** meet the statutory definition of Consumer under the ADR Regulations 2015.

- 9 Entity:** An entity, being a contractor, with a sole trader, or via a recognised legal formation. For the avoidance of doubt, and in reference to the definitions in the Arbitration Rules – UK Consumer Disputes – this refers to a Trader (as defined there) who receives an election from a Consumer to participate in arbitration and is unable to initiate it. For the purposes of this Policy, an Entity is a Trader when responding to a Consumer-initiated Dispute Notice.
- 10 Initiating Party:** for the purposes of the CTSI-approved ADR scheme, the Initiating Party shall mean the Consumer only. A Trader (Entity/contractor) may not be an Initiating Party and has no right to initiate ADR proceedings under this Policy. For disputes involving an Enterprise Consumer, the Initiating Party is the party who commences a dispute under the IKNOWA Contractual Dispute Resolution Framework (CDRF), which sits outside CTSI approval.
- 11 Installation:** An instance of work and business carried out by an entity (being a contractor under the IKnowa workmanship agreement) and issued under the IKnowa platform.
- 12 Interested Persons:** means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents working to resolve any debts linked to an entity (being a contractor) working under the IKnowa workmanship agreement.
- 13 Responding Party:** For the purposes of the CTSI-approved scheme, the Responding Party shall always be the Entity (Trader) as shown further in this policy agreement against whom the Consumer has raised a Dispute Notice.

For the purposes of the CTSI-approved ADR scheme, the Initiating Party shall mean the Consumer only.

In disputes involving an Enterprise Consumer, the Initiating Party is the party who commences a dispute under the IKNOWA Contractual Dispute Resolution Framework (CDRF), which sits outside CTSI approval. In disputes involving an Enterprise Consumer, the Responding Party shall be the party identified under the applicable IKNOWA contractual framework.

- 14 Trader:** means any individual or organisation acting for purposes relating to their trade, business, craft or profession, including any **Entity (a contractor)**

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registered on the IKNOWA platform and providing services or Installations to Consumers through the IKNOWA platform.

- 15 Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative instrument.
- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to **writing** or **written** excludes fax.
- 1.10 Any reference to **Installation** refers to any installation that is the subject of any dispute that is put through this IKnowa ADR policy.
- 1.11 A reference to the **end of the IKnowa ADR policy** is to the end of the ADR process and resolution however it ends.
- 1.12 Any obligation to a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.13 References to clauses are to the clauses of this IKnowa ADR policy.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several.



1.15 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

1.2 Background and Purpose

IKNOWA is a digital platform connecting consumers with skilled trade professionals for renewable and retrofit projects. As part of our commitment to consumer protection and service excellence, we have developed a comprehensive Alternative Dispute Resolution (ADR) scheme to address disputes that may arise between property owners and service providers.

This ADR Policy operates in full compliance with the Alternative Dispute Resolution for Consumer Disputes (Regulations 2015) and the guidance issued by the Chartered Trading Standards Institute (CTSI). It is intended to provide a clear, independent, and accessible process for the fair resolution of disputes arising through the IKNOWA platform.

Please note we are legally bound to provide an answer to an complaint – in effect a dispute- within 90 days of receiving a complete complaint file, defined here as a Dispute Notice receiving a completeness check.

The CTSI-approved ADR scheme applies exclusively to consumer-initiated complaints against traders (C2B). Any arbitration process referred to in this document is separate and is not part of CTSI approval. It is offered as an alternative.

1.2.1 Purpose

IKNOWA is committed to resolving disputes quickly, fairly, and cost-effectively. This ADR Policy establishes a streamlined procedure to resolve disputes between consumers, tradespeople, and other stakeholders using the IKNOWA platform.

IKNOWA maintains a written service-level agreement with its appointed ADR provider to ensure independence and prevent financial or structural conflicts of interest.

IKNOWA may also instruct SRA-regulated law firms or independent mediators/arbitrators (CMC or CI Arb accredited) to conduct ADR cases where specialist expertise is required.

1.2.2 Administration

The ADR process is currently overseen by an existing, independent, CTSI-approved ADR provider (currently the Tenancy Deposit Scheme), with adjudicators who are experienced in sustainable construction and energy systems.

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The core focus of the IKnowa ADR policy and scheme is to treat consumers and trades personnel and contractors fairly. To showcase IKnowa has rigorous and industry-leading oversight and scrutiny, but also to allow the ADR policy to be ran by a range of professionals who specialize in the fields of property conveyancing, construction and/or dispute resolution and litigation. This allows for widespread use and adoption of the IKnowa ADR policy e.g. TDS staff, including solicitors and practitioners who are accredited as mediators (e.g. under CEDR and Civil Mediation Council) and arbitrators (e.g. under Chartered Institute of Arbitrators).

The benefits of this expansion and use of professionals for the IKnowa ADR policy scheme allows consumers to have an openly transparent, regulated and commercially open ADR policy. For IKnowa it will allow outreach to consumers across the UK, and potentially for trade professionals and consumers outside the UK. It will also ensure we can bring on board a whole range of professionals to ensure our service level agreements (SLA) and timelines are met to resolve issues.

The **Civil Mediation Council** (CMC) is a recognised authority in England and Wales for all matters related to civil, commercial, workplace and other non- family mediation. It is the first point of contact for the Government, the judiciary, the legal profession and industry on mediation issues.

The CMC is a not-for-profit company limited by guarantee and operates as a charity. It has more than 400 members and provides major conferences and forums: accessible to the public.

Further the CMC operates an accreditation scheme for organisations that provide mediation services. The Ministry of Justice has used the accreditation scheme as a mark of quality assurance.

The Chartered Institute of Arbitration has been in existence for 110 years and is dedicated to assisting the working life of alternative dispute resolution (ADR) professionals. It was granted Royal Charter in 1979 and became recognised as a charity in 1990. Training, networking and knowledge and practice assistance becomes easy for members. In 1999, a new category of Member was introduced, resulting in three membership grades of Associate, Member and Fellow. At the same time, a new qualification of Chartered Arbitrator was introduced. We envisage working professionals who are members of the CIARB will be able to provide excellent practice and apply policy efficiently to assist our ADR process. With over 17,500 members across approximately 150 jurisdictions, there is a wealth of know-how and resources our ADR policy can tap into by using and associating ourselves with these two organisations.

The TDS apply their expertise, overseen by a trained and experienced solicitor (10 years post qualified experience before working in-house at TDS (since 2008) in impartial dispute resolution (ref: Sandy Bastin) to the specialised field of 'Sustainable Construction and Energy Systems', focused on items specified within Section 3 covered systems.

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This collaboration leverages TDS's proven track record in dispute resolution, while addressing the specific technical requirements defined by UKAS (the United Kingdom Accreditation Service) and MCS (Microgeneration Certification Scheme) in the sustainable construction sector. We at IKnowa recognise the value of ADR and have qualified professionals from the legal sector on board to add high level expertise to our processes. We are grateful for TDS' assistance to date and want to continue our journey with them and potentially other professionals in the legal sector.

1.3 Key Principles

The IKNOWA's ADR Scheme is founded on the following key principles which mirror CTSI core criteria on fairness and transparency:

1. **Independence:** All adjudications are conducted by impartial third-party experts with no vested interest in the outcome.
Each adjudicator provides a signed statement of independence and impartiality before appointment.

2. **Fairness:** Both parties have equal opportunity to present evidence and state their case.

Each party will receive equal notification of timelines, procedures and opportunities to respond through the IKNOWA portal.

3. **Transparency:** Clear procedures, timelines, and decision-making criteria are established and communicated to all parties.

This is no gimmick or strapline. Final decisions include a plain-English summary of the reasons for the outcome and any recommendations for remedial action.

4. **Expertise:** Technical adjudicators with specific knowledge of sustainable construction and energy systems evaluate disputes.

A key component of the expertise the policy and process provides is that all appointees hold relevant professional accreditation (e.g. MCS, CIArb, CMC).

5. **Efficiency:** Streamlined procedures to ensure timely legally binding resolutions within a defined 45 working days (in England) framework.

There will be a commitment that case-management deadlines and service-level KPIs will be reviewed annually and reported to CTSI.



6. **Accessibility:** The scheme is available to all IKNOWA platform users without prohibitive engagement costs.

No fee is ever charged or payable for a Consumer to submit a Dispute Notice or for submitting a complaint.

7. **No Consumer Fees**

Access to the CTSI-approved ADR scheme is **entirely free of charge for Consumers**.

- (a) No application fee, administrative charge, excess, or deduction of any kind shall be payable by a Consumer in order to access or participate in ADR;
- (b) No fee shall be deducted from any award made in favour of a Consumer;
- (c) Consumers shall never be required to pay any sum in order to initiate, pursue, or conclude a Dispute Notice under this ADR Policy.

2. Scope

2.1 Eligible Disputes

For the purposes of the CTSI approved scheme this includes disputes between a Consumer and a Trader relating to contractual performance, quality of workmanship, timeliness, or compliance with applicable technical and legal standards in the United Kingdom.

The scheme applies only where the Consumer has first attempted to resolve the matter directly with the Trader and that attempt is documented through the IKNOWA platform.

Disputes involving Enterprise Consumers do not fall within the scope of the CTSI-approved ADR scheme and are managed under IKNOWA's Contractual Dispute Resolution arrangements and Framework (CDRF), which may follow similar procedural steps but are not part of the CTSI approval.

The IKNOWA ADR Scheme addresses disputes specifically related to:

1. **Late delivery:** Failure to complete installation or system commissioning within contractually agreed timeframes as specified in the Statement of Work (SoW).
2. **Poor workmanship:** Installations that fail to meet industry standards, relevant building codes, or specifications detailed in the SoW.
3. **Performance failures:** Systems that do not perform to the levels or specifications committed to in the SoW or as reasonably expected based on



4. **Installation standards:** Non-compliance with relevant UKAS (United Kingdom Accreditation Services) standards, Building Regulations, or other applicable industry standards (which may include the Microgeneration Certification Scheme or Flexi-Orb).
5. **Contractual disputes:** Disagreements related to the acknowledgement of agreed works.

Typical eligible matters include:

- Late delivery or non-completion of installation works.
- Poor workmanship or failure to meet building or technical standards.
- Performance failures in systems commissioned under IKNOWA.
- Contractual disagreements about scope of work or payment release.

2.2 CTSI Scope: Consumer Routing and not Enterprise Consumer Routing

(a) The CTSI-approved ADR scheme applies only to Dispute Notices raised by a Consumer (as defined in this Policy) against a Trader (Entity/contractor).

(b) Enterprise Consumers do not fall within the scope of the CTSI-approved ADR scheme.

(c) Where a Dispute involves an Enterprise Consumer (whether as Initiating Party or Responding Party), such dispute shall be governed by the IKNOWA Contractual Dispute Resolution Framework (CDRF).

(d) Any reference in this Policy to ADR timescales, rights, obligations or protections mandated under the ADR Regulations 2015 applies only to disputes falling within paragraph (a) above.

This policy, with CTSI approval, relates to disputes initiated by Consumers under the ADR Regulations (including but not limited) to the list referred to above.



2.2 CTSI Scope (cont'd): Consumer Routing and not Enterprise Consumer Routing

Prior to accepting a Dispute Notice, IKNOWA will determine whether the Initiating Party meets the statutory definition of Consumer.

Where the Initiating Party is:

- (a) a Consumer, the dispute will proceed under this CTSI-approved ADR Policy;
- (b) an Enterprise Consumer, the dispute will be handled under IKNOWA's Contractual Dispute Resolution Framework (CDRF) and shall not be treated as part of the CTSI-approved ADR scheme.

The Parties will be notified of the applicable process at the outset.

2.3 Excluded Matters

The scheme explicitly excludes:

- Disputes that are the subject of ongoing court or arbitration proceedings.
- Complaints that are frivolous, vexatious, or abusive.
- Issues outside the scope of the workmanship agreement (e.g., general customer-service concerns).
- Manufacturer-warranty claims unrelated to installation quality.
- Disputes raised before a project phase is completed.
- B2B disputes and disputes where the Initiating Party is the Enterprise Consumer.

2.4 Excluded Matters and Grounds for Refusal to Adjudicate under this policy

The ADR body will decline to consider disputes that are frivolous, vexatious, or outside its competence in accordance with Regulation 8 of the ADR Regulations 2015.

Where a dispute is deemed ineligible, the parties will be notified in writing within 5 Working Days together with an explanation and guidance on alternative routes for resolution.

The IKNOWA Website will show grounds for refusal being:

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1. *The consumer as Initiating Party has not first made an attempt to resolve the dispute directly with the trader;*
2. *The dispute is frivolous or vexatious;*
3. *The dispute is being, or has been, considered by a court or another ADR body;*
4. *The value of the claim falls outside the ADR Scheme's published monetary thresholds (if applicable);*
5. *The complaint is submitted more than **12 months** after the trader's final response or project completion; or*
6. *The complaint falls outside the scope of the IKNOWA Workmanship Agreement.*

*If a case is refused, the ADR body will notify both Parties in writing within **five working days** and explain the reason.*

2.5 Timing of Disputes

Disputes may only be raised after the completion of a defined project phase, that may be specified in the SoW, or upon full installation and completion of a project for the term length defined within the Insurance Policy issued by Iknowa.

A Dispute Notice must be submitted within 12 months of the date of practical completion unless the consumer can demonstrate exceptional circumstances that prevented earlier submission.

The scheme's timelines, deadlines, and procedural stages are published on the IKNOWA website and summarised within the user portal to satisfy CTSI's website transparency criteria.

2.6 Pre-ADR Requirements

Before applying for ADR, the consumer must:

- Raise the issue with the trader directly through the IKNOWA portal as a note or in writing;
- Allow at least **10 working days** for the trader to respond; and
- Gather supporting documents (contract, correspondence, evidence).

Once these steps are complete, the consumer may proceed to submit a Dispute Notice online on the Iknowa platform or by post.

3. Coverage Types

3.1 Technology Categories

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The IKNOWA ADR Scheme covers disputes related to the following sustainable construction and renewable energy sectors registered on the Iknowa platform:

1. Solar PV Systems

- Solar panel installations
- Inverter systems
- Mounting and racking systems
- Associated electrical work

2. Air Source Heat Pumps

- Equipment installation
- System configuration
- Controls and thermostats
- Integration with existing heating systems

3. Ground Source Heat Pumps

- Ground loop installation
- Equipment installation
- System configuration
- Integration with existing heating systems

4. Battery Storage

- Battery installation
- Integration with renewable generation systems
- Controls and monitoring systems
- Safety systems

5. Insulation

- Cavity wall insulation
- Loft and roof insulation
- Solid wall insulation
- Floor insulation

6. Windows

- Energy-efficient window installations
- Double/triple glazing
- Window frame systems
- Sealing and weatherproofing

7. Biomass Boilers

- Boiler installation
- Fuel storage and feed systems
- Integration with heating systems

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- Flue and ventilation systems

8. Solar Thermal

- Solar collector installation
- Hot water cylinder installation
- System controls
- Integration with existing hot water systems

9. Other Microgeneration Technologies

- Wind turbines (domestic scale)
- Hydroelectric systems (domestic scale)
- Heat recovery systems
- Thermal Energy Storage Systems
- Combined heat and power (CHP) systems

Coverage extends to any emerging or successor technologies recognised under MCS, Flexi-Orb, or UKAS accreditation frameworks

3.2 Specific Issues Covered

Within each technology category, the scheme addresses explicitly:

3.2.1 Technical Performance

- System efficiency, output and performance against contract or quotation estimates.
- Compliance with applicable UK or international standards.
- Adjudicators may request verification from accredited engineers or independent assessors to confirm compliance.

3.2.2 Installation Quality

- Workmanship quality
- Compliance with manufacturer instructions and health- and-safety standards
- Adherence to building regulations
- Aesthetic finish where specified in the SoW

Note: Non-compliance findings will be referenced to specific technical or legal standards (e.g., Building Regulations Part L or BS 7671).

3.2.3 Project Delivery

- Adherence to agreed timelines
- Completion of all specified works
- Handover of documentation and system information
- Commissioning and testing

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- Communication failures or deviations from agreed timelines.
- Timely completion of works and handover documentation.

Note: Project-delivery delays will be reviewed in light of any force-majeure or supply-chain factors disclosed by the Responding Party.

3.2.4 Insurance-Related Matters

- Disputes concerning insurance-backed guarantees (IBGs) or warranties where linked to installation quality.
- Allocation of liability for remedial or rectification works.

Note: IKNOWA may liaise with insurers or warranty providers solely for evidential verification and will not disclose consumer data beyond what is necessary for that purpose.

4. Dispute Resolution Process and Flow

The following procedure provides a transparent, fair, and time-bound framework for dispute resolution. It has been aligned with CTSI criteria 17–28 on transparency, consumer information, timeframes, and impartial decision-making.

4.1 Stage 0: Dispute Initiation – Consumer-Only Access

Only a Consumer may initiate a Dispute Notice under this ADR Policy.

For the avoidance of doubt:

(a) The CTSI-approved ADR scheme is strictly limited to complaints initiated by a Consumer against a Trader (Entity/contractor);

(b) A Trader is not entitled to initiate, raise, or lodge a Dispute Notice under this ADR Policy;

(c) Any complaint or claim by a Trader against a Consumer is outside the scope of this ADR scheme and must be pursued through other contractual or legal channels.

A Consumer may initiate a Dispute Notice after completing a project phase or project by selecting “Raise A Dispute” within the IKNOWA platform.

At this stage:

1. Information Disclosure:

The Iknowa platform will present a series of informational modals to:

- Explain the ADR process, timelines and possible outcomes
- Details of evidence standards and evidence and submission requirements

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- Detail potential outcomes
- Clarifying of the binding nature of decisions
- Inform that the decision will be permanently associated with the user's account
- Advise that outcomes may include compensation requirements and/or account termination
- Reference to the right to independent legal or technical advice before proceeding.
- **The consumer is also informed that participation in ADR is voluntary unless mandated by the relevant contract or warranty, in line with Regulation 9(2) ADR Regs 2015.**

2. **Dispute Classification:**

The Initiating Party must:

- Select the relevant project phase(s)
- A full written description of the dispute, relevant contractual documents, and supporting evidence.
- Identify the specific issue category (from the eligible disputes listed in Section 2.1)
- Confirm they have attempted to make a resolution directly with the other party- the Responding Party- as evidence of attempts will be required **(4.2 Stage 1: Evidence Submission)**.
- Any proposed remedial action or settlement preference.
- Acknowledge their understanding of the ADR process— the legally binding nature of decisions issued, and costs attributed to issued awards.

3. **Preliminary Assessment:**

The IKNOWA platform will:

- Verify that the selected project phase(s) have been completed (pertaining at a minimum to the IKnowa workmanship agreement contractors' sign-off).
- Confirmation that funds for the phase are held in escrow for live projects unless completed.

4. **Alternative for process in 1- 3 above:**

Vulnerable and /or Older Iknowa Entity users including consumers -Postal Submission Process

Consumers who cannot access the online portal may submit a complaint by post.

Postal address:

IKNOWA ADR Scheme – Dispute Intake Team



- **The address for IKNOWA ADR Scheme via TDS is West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG**

The complaint must include:

1. A brief description of the dispute;
2. Copies of relevant correspondence or contract;
3. Any photographs or documents relied on;
4. Contact details (phone, address and email if available).

The IKnowa ADR Team will acknowledge receipt within **five working days** and digitise the documents for secure upload to the online system. No additional fee is payable for postal submissions.

4.2 ADR Stages and Timeline (Day 0–45)

4.2.1 Stage 0: Initiation of a valid Dispute Notice and Stage 1: Consumer Submission and Dispute Notification (Up to 5 Working Days: Day 0 – 5)

Upon initiation of a valid Dispute Notice, the Consumer shall have **five (5) Working Days** to submit a full statement of their complaint and all supporting evidence via the IKNOWA platform (or by post where applicable).

If the Consumer fails to submit within this period, the ADR administrator may close the case or grant a short extension for good reason.

Guidelines: Initial Submission of a Valid Dispute Notice from the Consumer as Initiating Party:

- The Initiating Party is required to submit a complete case - before the IKNOWA will formally recognise a dispute has been lodged.
- The Initiating Party must specify issues associated with the scope of work.
- The Initiating Party must propose one or more acceptable corrections/ actions.
- Relevant evidence and supporting materials are required to be uploaded at this stage.
- (Evidence may include photographs, videos, communications, technical specifications, industry standards, and expert opinions/ recommendations.)

Evidence Standards:

1. All evidence must be date-stamped and authenticated
2. Technical evidence should reference relevant industry standards



3. Photographs and videos must be clearly labelled and explained
4. Documents must be legible and complete.

- Once submitted, the initial submission will be locked once completed, cannot be modified and will be sent to the other party – the Responding Party to respond.
- **For the avoidance of doubt, upon initiating a Dispute Notice, the Consumer shall have five (5) Working Days to submit their full complaint and supporting evidence via the IKNOWA platform.**

4.2.2 Stage 2 - Response from Responding Party – Trader Response: (Up to 5 Working Days - Day 6 – 10)

- Upon completion of the initial submission, the ‘Responding Party’ will receive a notification.
- They will have up to 10 Working Days to review the dispute and submit a complete response.
- The response must address the specific points raised in the initial submission.
- The Responding Party (Trader) may submit evidence and a full written response to the Consumer’s Dispute Notice but may not issue a Dispute Notice or counter-claim within this ADR process.
Additional evidence may be uploaded only via the dedicated dispute portal.
- **For the avoidance of doubt, a full written response with supporting documents and evidence must come from the Responding Party.**
- The response is locked once completed and cannot be modified unless a determination is found under this stage or Stage 3 that permits an exchange of evidence and right of submission by the Initiating or Responding Party.
- (Evidence may include photographs, videos, communications, technical specifications, industry standards, and expert opinions/ recommendations.)
 - i. Evidence Standards:
 1. All evidence must be date-stamped and authenticated
 2. Technical evidence should reference relevant industry standards
 3. Photographs and videos must be clearly labelled and explained
 4. Documents must be legible and complete.

*** While evidence is submitted by the Responding Party any counterproposal or acceptance of liability where appropriate should be provided.**



****The Responding Party (Trader) shall have five (5) Working Days from notification to submit a full written response and supporting evidence.**

4.2.3 (Early Resolution) Stage 2A (continued and within Days 5- 10): Early Resolution Between the Parties (Optional)

Early Settlement Opportunity

Once both Parties have submitted their initial evidence, the IKNOWA platform will provide a one-time opportunity for structured early settlement via a secure negotiation interface.

This optional step does **not** replace the formal ADR process and is designed solely to support early resolution where both Parties agree.

How this works:

4.2.3(i):

Upon submitting their response, the Responding Party will be given **one opportunity** to indicate whether they wish to make an early settlement offer through the platform.

4.2.3(ii):

If the Responding Party elects **not** to make a settlement offer, the dispute shall proceed automatically to **Stage 3 – Evidence Exchange and Right to Comment**.

4.2.3(iii):

If the Responding Party elects to make a settlement offer and the Consumer accepts the offer through the platform, the agreed terms will be recorded and forwarded to the appointed adjudicator for verification and administrative closure.

Following verification, the dispute will proceed directly to **Stage 4 – Case Review and Preparation**, unless otherwise agreed by the Parties.

4.2.3(iv):

If a settlement offer is made but not accepted, or if the Parties fail to reach agreement within the permitted time window, the dispute shall automatically proceed to **Stage 3 – Evidence Exchange and Right to Comment** within two (2) Working Days.

GUIDANCE: Early Resolution Stage does not prohibit continuation

For the avoidance of doubt, failure to settle at the early resolution stage does not affect the Consumer's right to continue the Dispute Notice under this ADR Policy, and the matter will proceed in accordance with the formal ADR stages.



4.2.4 Stage 3– Evidence Exchange & Right to Comment - Up to 5 Working Days – Day 11 to Day 15

Once both Parties have submitted their evidence:

- (a) The ADR administrator will notify both Parties that the evidence-gathering stage has concluded;
- (b) Each Party will be provided with access to the other Party’s full submissions and evidence;
- (c) Each Party shall have up to **five (5) Working Days** to submit limited written comments responding to the other Party’s evidence;
- (d) Comments must be confined to clarification or rebuttal and **must not introduce new evidence**, unless requested by the adjudicator.

All comments will be shared with the other Party before the case proceeds.

4.2.5 Stage 3- Stage 3A: Decision to Proceed – File Finalisation – up to 3 Working Days – Day 15 to 18

Following closure of the evidence-exchange period, the ADR administrator will compile the final case file and formally close the evidence stage.

No further submissions will be accepted, again unless requested by the adjudicator and the ADR administrator.

4.2.6 Stage 3B: Case Review and Preparation (Expected Duration Day 15 – Day 25)

Subject to Stage 3 and 3A (Evidence Exchange and Right to Comment and Decision to Proceed), we will carry out the following:

Preliminary Review of the Case after Lock of Evidence

IKNOWA administrators conduct a preliminary review to ensure all required materials are present and legible.

Note: Incomplete or unreadable evidence must be rectified within 3 Working Days of notification, failing which the case may proceed based on available information.

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Once all evidence and/or settlements have been submitted, the case enters the review stage:

1. Completeness Check:

- IKNOWA platform administrators will perform a preliminary review to ensure:
 - All required submissions are completed by the Initiating Party and the Responding Party and are readable, legible and accessible to all parties in the dispute including any appointed adjudicator.
 - Uploaded evidence is accessible and legible with clearly presented and identifiable breaches, against selected phases referred to within the statement of work.
 - You may add one or more files (limited to 5) per phase. The size limit for any individual file is 100MB .csv .doc .docx .pdf .ppsx .ppt .pptx.rtf .txt .xls .xlsx .odt .bmp .jpg .jpeg .png .tif .tiff .mp3 .wav .mov .mpeg .mpg .zip.
 - IKNOWA cannot accept links to YouTube, Dropbox, Google Drive or other file-sharing services. Furthermore, IKNOWA will not consider the content of any unapproved links.
 - Evidence submitted by either party will not exceed 5 files.
 - The dispute falls clearly within the IKNOWA scheme's scope
- If issues are identified, the administrator may request clarification, but no new evidence may be admitted, or the IKNOWA administrator may reject the decision to proceed based on failures to meet criteria set by the initiating party.
- IKNOWA may also engage industry bodies/ regulators and competent professionals — to provide external clarification and/ or guidance regarding issues raised in accordance with industry standards.
- Settlement offers will be reviewed to ensure — proposed agreements made by parties are aligned with the Chartered Trading Standard Institute and Financial Conduct Authority regarding vulnerable customers. If this is the case concerns may be flagged, and the case will proceed to Section 4.4

2. Case File Preparation:

- A comprehensive case file is compiled, including:
 - The original SoW and any amendments
 - All submitted evidence from both parties
 - Relevant project milestone data from the IKNOWA platform
 - Applicable technical standards and regulations



- The complete case file is notified as being complete to both the Initiating and Responding Party by way of email and/or letter (particularly in the case of vulnerable consumers).
- The complete case file is then transferred to TDS for adjudication.

3. Initiating Party Able to Withdraw

(i) General Right to Withdraw

The Initiating Party (being the Consumer only) has the right to withdraw their Dispute Notice at any stage of the IKNOWA ADR process by providing written notice to the IKNOWA ADR administrator via the platform or by email/post.

This right of withdrawal applies throughout the 45 Working Day ADR process and is provided in accordance with Schedule 3.8 of the ADR Regulations 2015.

(ii) Effect of Withdrawal – Stages 1 and 2 (Pre-Adjudicator Appointment)

Where the Initiating Party withdraws their Dispute Notice before an adjudicator has been formally appointed in Stage 3, the following shall apply:

- a) The Dispute Notice will be treated as closed without determination;**
- b) The Initiating Party may submit a new Dispute Notice in respect of the same matter, including any additional or corrected information or evidence;**
- and**
- c) No financial charge or fee will be payable by the Consumer in connection with such withdrawal.**

This allows Consumers to correct incomplete submissions or address deficiencies identified during the Completeness Check.

(iii) Effect of Withdrawal – After Adjudicator Appointment

Where the Initiating Party withdraws their Dispute Notice after an adjudicator has been appointed, but before a final decision has been issued:

- a) The ADR process will end without a final determination;**
- b) The Consumer retains the right to pursue other lawful options, including court proceedings or (where contractually available) a request to refer the matter to arbitration under the separate IKNOWA Arbitration Rules;**



- c) The Consumer may not resubmit the same Dispute Notice for ADR in materially identical form, unless new material evidence has arisen; and
- d) For commercial sustainability of the ADR scheme, IKNOWA reserves the right to deduct from any funds held in escrow, or otherwise recover from the Responding Party (Trader), reasonable third-party costs already incurred in appointing the adjudicator prior to withdrawal.

(iv) Withdrawal and Arbitration

Withdrawal from the CTSI-approved ADR process does not prevent the Consumer from electing to refer the dispute to arbitration where this is available under the contract.

Any referral to arbitration:

- is entirely voluntary for the Consumer;
- is governed by the separate IKNOWA Arbitration Rules; and
- falls outside the scope of CTSI approval.

A Trader (Responding Party) has no right to initiate arbitration or ADR proceedings under this policy.

(v) Protection of Consumers

Nothing in this clause shall operate to:

- restrict the Consumer's statutory rights;
- prevent the Consumer from seeking independent legal advice; or
- prevent the Consumer from pursuing court proceedings at any time.

(vi) Notification and Records

All withdrawals will be acknowledged in writing by IKNOWA and recorded on the case file for CTSI audit purposes.

(vii) Entities ("Traders") Bound to Participate

Where a Trader/Traders are required to participate in ADR by law, membership rules, or contract, that obligation remains unaffected by a Consumer's decision to withdraw.

(viii) Financial Sustainability Safeguard



The free-to-consumer nature of the IKNOWA ADR Scheme shall not be compromised by late-stage withdrawals.

Accordingly, any adjudicator or administrative costs already incurred at the point of withdrawal may be recovered or applied against funds held in escrow, in accordance with platform terms.

4.2.7 Stage 4: Initial Adjudication and Conflict of Interest (Target Duration: Up to 10 Working Days being Working Day 25 – Working Day 35)

The adjudication process involves a thorough assessment by a qualified expert. Please note our whole adjudication process is aimed at completing in 45 Working Days.

We are legally bound to complete this adjudication within 90 days of the Completeness Check – referred to above in Stage 3B – i.e. from this stage

The adjudicator shall aim to issue a written decision within twenty-five (25) Working Days following closure of the evidence stage, subject to reasonable extension where necessary due to complexity or where further information is required.

1. Adjudicator Appointment and Assignment:

- ***A CTSI-approved independent adjudicator or arbitrator is appointed within 5 Working Days of completeness verification.***
- ***Appointees must sign a Declaration of Impartiality and confirm no prior involvement with either Party.***
- If there is a prior involvement, this must be registered on our Conflict of Interest log, and Iknowa will within 3 Working Days risk assess whether the appointment can continue and not contravene our Conflict of Interest (COI) policy. We will work with the ADR body to effect this. If so, the appointment will not occur and there will be a re-assignment of an adjudicator or arbitrator.

This will ensure where an ADR official declares a conflict of interest:

- (a) The ADR body will, within two Working Days, appoint an alternative independent adjudicator or ADR official from its approved panel;
- (b) The Parties will be notified promptly of the replacement;
- (c) The selection and appointment of replacement adjudicators is solely the responsibility of the ADR body and is not determined by us or nominated by either Party;
- (d) A record of the conflict and reassignment will be maintained in the Conflict of Interest Register.



2. Dealing with a Conflict of Interest – Transfer and Right to Object

Where a conflict of interest arises and:

- (a) it is not possible to appoint another independent ADR official; and
- (b) it is not possible to transfer the dispute to another CTSI-approved ADR body,

the ADR body shall:

- (i) notify both Parties in writing of the nature and circumstances of the conflict of interest;
- (ii) inform both Parties of their right to object to the conflicted official continuing to handle the dispute; and
- (iii) only continue to deal with the dispute if **no Party objects** to that official continuing.

A record of any such circumstances and notifications will be retained for Iknowa and CTSI audit purposes.

Following this process we would expect the following persons to be appointed:

- TDS Arbitrator (*identified as a chartered institute; associate, member or fellow by CIarb and delegated to work as an arbitrator under the TDS Landlords, protect your deposits - Tenancy Deposit Scheme*)¹
- The assigned adjudicator receives the complete case file from the Dispute Notice

3. Technical Review:

- The adjudicator reviews all submitted evidence
- Technical standards and regulations are applied to evaluate compliance
- The SoW is used as the primary reference for expectations and deliverables
- Industry best practices are considered for workmanship assessment

4. Fact Finding:

- The adjudicator may request specific technical clarifications if essential information is missing
- No new evidence is accepted at this stage unless specifically requested by the adjudicator
- Any clarifications are shared with both parties

5. Case Review Process:

¹ NB: The intention is the adjudicator eligibility is to expand to solicitors employed in private practice, an associate or member of the Civil Mediation Council, an associate or member of the Chartered Institute of Arbitration (CIARB)

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- *The adjudicator reviews the case file and, where necessary, requests clarifications or additional evidence.*
- *Any additional evidence requested must be shared with both Parties simultaneously, ensuring equality of evidence and review*

4.2.8 Stage 4: Adjudication and Decision (Up to 10 Working Days – Day 35 to Working Day 45)

Understanding the Determination Process – the start:

- The adjudicator evaluates each disputed item individually
- Determinations are made based on the balance of probabilities
- Technical specifications and objective standards take precedence over subjective assessments
- The adjudicator prepares a decision document with a timetable for final decision delivery (Stage 3).

NOTE: The overall ADR process must not exceed 45 Working Days from the date of dispute initiation unless extended by written agreement of both Parties and CTSI notification.

The final stage involves communicating and implementing the decision:

1. Decision Document:

- The adjudicator produces a comprehensive decision document including:
 - Summary of the dispute issued in the Dispute Notice
 - Key evidence considered
 - Analysis of each disputed item in the Dispute Notice
 - Reference to relevant technical standards or regulations
 - Determination for each issue contained within the Dispute Notice
 - Whether any waiver of payment of excess under insurance may apply
 - Overall conclusion of the Dispute under the Dispute Notice
 - Specific actions required (if any)
 - Award details (if applicable)

2. Notification:

- Both parties receive the decision document simultaneously through the IKNOWA platform
- The notification includes information confirming that the decision is **not binding on Consumers** but may be contractually binding on Traders.
- A clear explanation of any required actions is provided.

3. Implementation:

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- The IKNOWA platform may automatically implement financial awards from escrow funds or issue the award to external third parties as required to action.
- Waiver of excess payable for any Consumer's insurance policy or Insurance -Backed Guarantee may apply
- Timelines for any remedial work will be established in the award issued.
- The case record shall permanently be associated with both parties' accounts

4.2.9 Mapping and Principles of the Adjudication

The appointed adjudicator will review all submissions, evidence, and clarifications to reach a reasoned determination.

The adjudicator's review shall be conducted on a "documents-only" basis unless both Parties agree in writing that an online hearing is necessary for fairness.

Where an online hearing is required, it must be recorded and transcripts shared with both Parties at no additional consumer cost.

The adjudicator shall:

- ***Assess evidence and determine liability.***
- ***Quantify redress or corrective action proportionate to loss.***
- ***Identify any required remedial works or refund.***

4.3 Stage 5: Determination and Decision Issued and Right to Appeal

- Adjudicator and IKnowa have issued the decision and award (including but not limited to any decision for remedial work)
- The party who the decision and award has been made has a right of appeal within 5 Working Days of the decision and award
- A draft determination may be issued for factual verification within 3 Working Days before finalisation to correct clerical or factual errors. The case record shall permanently be associated with both parties' accounts
- All decisions are based on written evidence and applicable law, contractual terms, and industry standards (e.g., MCS or Building Regs).

4.3.1 Stage 5: Understanding the Final Determination / Decision Issue – Making the Iknowa ADR policy clear for all parties involved

The final decision must be:

- In writing and dated;

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- Contain reasons in plain English;
 - State remedies, payment deadlines, or rectification obligations;
 - Clarify whether the decision is binding or recommendatory.
 - Advise both parties that they have time to reflect on the decision and that there is a period of 5 Working Days to appeal subject to any exceptional circumstances raised by the Initiating Party within this period with a request for an extension in time.
-
- **All decisions are digitally signed by the adjudicator and delivered simultaneously to both Parties via the IKNOWA portal and by email.**
 - **The adjudicator will also submit an anonymised copy of each decision to IKNOWA for annual statistical reporting to CTSI.**

4.4. Summary of Process Duration and Target Timescales

The IKNOWA ADR process is designed to be completed within forty-five (45) Working Days from the date a valid Dispute Notice is accepted, where reasonably practicable.

The target timescales for each stage are as follows:

- (a) Stage 0 – Dispute Notification and Preliminary Check: Day 0**
- (b) Stage 1 – Consumer Submission: Days 1–5**
- (c) Stage 2 – Trader Response: Days 6–10**
- (d) Stage 2 - Early Resolution (Optional): Offered following the Trader’s response and concluded before Stage 3**
- (e) Stage 3 – Evidence Exchange and Right to Comment: Days 11–15**
- (f) Stage 4 – Case Review File Prep and Initial Adjudication: Days 16–20**
- (g) Stage 5 – Adjudication and Decision: Days 21–35**
- (h) Stage 6 – Decision Implementation and Notification: Days 36–45**

Where it is not reasonably practicable to meet any of the above timescales due to the complexity of the dispute, the conduct of a Party, or the need for further information, IKNOWA will notify the Parties of the reason for the delay and provide an updated target date.

Participation in the ADR process does not affect a Consumer’s statutory rights, and ADR outcomes are not binding on Consumers, but Traders may be contractually bound by the decision.

5. Outcomes and Binding Nature

5.1 Legal Effect of ADR Outcomes

In accordance with the Alternative Dispute Resolution for Consumer Disputes Regulations 2015 and CTSI requirements:

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(a) Decisions issued under this ADR Policy are **not binding on Consumers**;

(b) Consumers remain fully entitled to reject the outcome of ADR and to pursue their legal rights through the courts or any other appropriate forum;

(c) Traders (Entities/contractors) may be contractually bound by ADR decisions where they have agreed, through their IKNOWA platform terms and the IKNOWA Workmanship Agreement, to comply with ADR outcomes;

(d) A Consumer's statutory rights are not affected or limited by participation in this ADR process;

(e) The ADR process does not prevent a Consumer from seeking independent legal advice at any time.

(f) The ADR process does not prevent the Consumer, to pursue with the Traders (the Entity/contractor) to elect to escalate the matter and use our arbitration scheme where the Dispute remains unresolved.

The nature of the IKNOWA ADR Scheme is established through contractual frameworks and a UK Government endorsed quality assurance scheme:

1. **Contractual Agreement:** When users register on the IKNOWA platform, they agree to the Terms of Service which explicitly include consent to the ADR scheme and appointment for all projects run via iknowa.
2. **Statement of Work (SoW):** Each project involves the execution of a formal SoW that includes specific ADR provisions. This document is digitally signed by both parties and constitutes a legal contract.
3. **Legislative Framework:** The scheme complies with the Alternative Dispute Resolution for Consumer Disputes Regulations 2015 and the Consumer Rights Act 2015.
4. **Additional TrustMark Scheme Conditions:** Please see our definitions of Consumers and Asset Owners as shown in any IBG policy.
 - A "Consumer" means any individual or entity acting for purposes wholly or mainly outside their trade, business or profession, who commissions or benefits from works or services facilitated through the IKNOWA platform.
 - An "Asset Owner" means the legal or beneficial owner of the property or installation to which the works or services relate.



5. Consumer Free Protection

- The nature and framework does not affect or bind the Consumers' to this process as a form of redress.
- Consumers do not incur any fees, charges, or excesses when accessing the ADR scheme.
- Any associated costs are addressed through applicable scheme or insurer arrangements, with no consumer liability.

5.2 Possible Outcomes

The adjudicator may determine one or more of the following outcomes:

1. **Financial Award:** The adjudicator may award financial compensation, which may include:
 - Full or partial refund to the consumer using the IKnowa scheme and workmanship agreement paid out by the Responding Party if they are at fault
 - Release of withheld funds to the trade firm/ contractor(s) entity(ies) using the IKnowa scheme and workmanship agreement
 - Proportional division of funds based on partial fulfilment
 - Additional compensation for consequential losses
2. **Remedial Work:** The adjudicator may order specific remedial work to be carried out, with:
 - Precise specifications of required corrections
 - Defined times for completion
 - Provision for inspection and verification
 - Contingent financial arrangements pending completion
3. **System Replacement:** In cases of severe installation failures and/or an Act of Insolvency, the adjudicator may require:
 - Complete system replacement
 - Installation by an alternative provider (actionable by an administrator employed following an Act of Insolvency)
 - Cost allocation between parties
4. **Performance Monitoring:**
For disputes about system performance, the adjudicator may order:
 - Installation of monitoring equipment
 - Defined performance testing periods
 - Conditional financial arrangements based on performance outcomes



- In cases where this is required, the contractor will initially be liable.

5. No Award

6. Additional Trust Mark Condition and Guidance

Waiver of Excess for Consumers

Under the CTSI approved scheme, where an individual Consumer is bringing a claim under the IKNOWA ADR Policy and with an Insurance-Backed Guarantee (IBG) in place, IKNOWA's underwriters will waive any excess otherwise payable under the relevant insurance policy or the award.

The excess value will be subsidised by IKNOWA's insurance protection. Any associated costs are addressed through applicable scheme or insurer arrangements, with no consumer liability.

This waiver applies only to bona fide Consumers only as defined above and does not automatically extend to Enterprise Consumer Partners who may fall outside the definition of Consumer as per the statutory definition and in any IBG. They may have any waiver condition considered on a case-by-case basis, handled under IKNOWA's Contractual Dispute Resolution Framework (CDRF).

5.3 Enforcement Mechanisms

The IKNOWA ADR Scheme includes robust enforcement mechanisms:

1. Financial Enforcement:

- Where all disputed funds are held in secured escrow, the platform automatically implements financial awards
- Where a party or their insurer fails to comply with financial obligations, their account will be restricted, and external third parties may be instructed to enforce financial decisions, until settled.

2. Remedial Work Enforcement:

- Funds may be withheld pending completion of required remedial work
- Inspection and verification procedures may be additionally required to ensure compliance (at the cost of the contracting firm).
- Non-compliance will result in alternative arrangements being made at the defaulting party's expense.

3. Platform Sanctions:

- Non-compliance with ADR decisions may result in:

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- Temporary account suspension
- Permanent platform exclusion
- Public visibility of compliance status to other users
- Reporting to relevant certification, trade and legal bodies

4. Legal Enforceability:

- Decisions may be registered through:
 - Registration with the county court as a judgment
 - Enforcement through standard debt collection procedures

5.4 Appeals and Reviews

The scheme provides limited grounds for review and alternative resolution for all:

1. Procedural Review:

- Either party may request a procedural review within 5 Working Days from the adjudication decision if they believe:
 - The adjudicator failed to consider key evidence that was submitted correctly
 - The adjudicator exceeded their jurisdiction
- Procedural reviews are conducted by a senior TDS adjudicator not involved in the original decision.

2. Factual Correction:

- Within five (5) Working days, either party may request a correction of simple factual or clerical errors in their submission.
- Given such corrections do not alter the substantive decision

3. Judicial Review:

- The binding nature of decisions does not remove the parties' legal right to seek judicial review in exceptional circumstances.
- The scheme's Terms of Service clarify that judicial review is limited to questions of law, not re-examination of facts. See website information and 5.1 on outcomes and binding nature.

4. Arbitration – alternative to the Iknowa ADR 45-day policy

Escalation to Arbitration

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The IKNOWA Arbitration Rules provide an optional post-ADR escalation route for consumers only following conclusion of the IKNOWA ADR process where an adjudicator has been unable to resolve

Arbitration may only be used where:

- the Consumer has completed the IKNOWA ADR process;
- the dispute remains unresolved and no award granted; and
- the Consumer chooses to escalate the matter to arbitration.

A Trader may not initiate arbitration under the IKNOWA scheme. Arbitration is available only at the election of the Consumer.

Arbitration is initiated only at the election of the Consumer, subject to any contractual requirement on the Trader to participate.

Readers should note this CTSI approval applies only to the 45-day ADR process. Arbitration is governed separately by the Arbitration Act 1996. It is an 89-day London-seated arbitration and Any B2B arbitration is entirely separate from CTSI approval.

5.5 Record-Keeping and Transparency

To ensure accountability and continuous improvement:

1. Case Records:

- Complete case records are maintained for a minimum of six (6) years
- Records include all evidence, communications, and decisions
- Appropriate data protection measures are implemented
- IKNOWA and its ADR partners maintain complete records of all cases for at least six years after closure.
- Records are stored securely in accordance with UK GDPR and the Data Protection Act 2018.

2. Performance Reporting:

- The scheme produces annual reports including:
 - Number and types of disputes handled
 - Average resolution times
 - Outcome statistics
 - Systematic or recurring issues identified
- Anonymized data is published to improve industry standards. Anonymised annual statistics and trend analysis reports are published to CTSI and on the IKNOWA website to demonstrate scheme performance



3. Regulatory Compliance:

- Regular audits ensure ongoing compliance with CTSI requirements
- Changes to procedures are submitted for approval before implementation

- Monitoring and review are established and continue so all amendments are logged and submitted to CTSI for approval prior to implementation.

4. Audit and Quality Assurance

IKNOWA shall commission an independent audit of ADR decisions at least once every 12 months to confirm compliance with CTSI principles and the ADR Regulations 2015.

Findings and recommendations from the audit will be recorded in a Quality Assurance Report available to CTSI and TDS.

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