

IKNOWA ADR Policy: Arbitration

IKNOWA INTERNATIONAL ARBITRATION RULES

Effective Date: 22 August 2025 – updated October to 4 November 25

PART I: INTRODUCTORY PROVISIONS

Article 1: Scope of Application and Overriding Objective

1.1. IKNOWA's International Arbitration Rules (the "Rules") shall govern all arbitrations arising out of or in connection with any IKNOWA Workmanship Agreement, Statement of Work, or other contractual instrument executed via the IKNOWA platform which incorporates these Rules by reference (the "Agreement").

These Rules govern consumer and/or B2B business arbitrations administered by IKNOWA following completion or failure of the 45-day IKnowa ADR process. Or where consumers opt-in or there is an international commercial requirement distinct from UK ADR schemes and any regulatory competent authority monitoring ADR (e.g CTSI).

1.2. The overriding objective of these Rules is to provide a fair, impartial, and efficient procedure for the final resolution of complex disputes arising within the international built environment, including but not limited to, major infrastructure, construction, renewable and low-carbon technology projects, within a maximum timeframe of 89 Working Days. These Rules apply where (a) the consumer and IKnowa contractor have consented to arbitration in writing after the ADR Outcome; (b) the dispute falls within IKNOWA's scheme remit; and (c) statutory rights are preserved.

1.3. By entering into the Agreement, the Parties irrevocably agree that any and all disputes, controversies, or claims (a "Dispute") shall be exclusively and definitively resolved by arbitration in accordance with these Rules. This agreement constitutes a legally binding arbitration agreement for the purposes of the English Arbitration Act 1996 and international conventions.

Article 2: Definitions

"ADR Outcome" means the written decision, resolution, closure communication, or facilitated settlement issued upon conclusion of the IKNOWA ADR procedure, indicating whether the Dispute was resolved, withdrawn, settled, or could not be resolved through ADR.

"Appointing Body": IKNOWA or an independent arbitral institution designated by IKNOWA to perform the functions of appointing the Arbitral Tribunal. For arbitrations seated in the United Kingdom, this may include the Tenancy Deposit Scheme (TDS).

“Arbitrator”: the sole arbitrator appointed in accordance with these Rules.

“Arbitral Tribunal” or “Tribunal”: The hearing basis and platform whereby the Arbitrator will act, appointed in accordance with these Rules.

“Award”: means any final, interim, or partial decision of the Tribunal, whether reasoned or procedural, including orders on costs. An Award is final and binding on the Parties and may be enforced under the Arbitration Act 1996 and/or the New York Convention, as applicable.

“Built Environment”: Encompasses the man -made structures, features and facilities including but not limited to the planning, design, engineering, construction, commissioning, operation, and retrofitting of buildings, infrastructure, energy systems (including renewable and low-carbon technologies), and related civil works.

“Consumer”: means an individual acting wholly or mainly outside their trade, business, craft, or profession for the purposes of the relevant contract or Dispute.

“Claimant”: means the Party initiating a claim or arbitration under these Rules, including any successor or assignee with a proper legal interest in the Dispute.

“Entity”: An entity, being a contractor, with a sole trader, or via a recognised legal formation.

“Party” or “Parties”: The Claimant and/or the Respondent.

“Respondent”: The Party against whom the arbitration is initiated. For the avoidance of doubt this means the Party against whom a claim or arbitration is commenced under these Rules, including any successor or assignee with a proper legal interest in the Dispute.

“Seat”: is a legal concept distinct from the physical venue of any hearing or procedural meeting. The arbitration may be conducted remotely or in another location, but the Seat’s law governs the arbitration process and any court applications relating to it.

“Seat of the Arbitration”: means the legal jurisdiction whose arbitration law governs the arbitration, including the courts that have authority over any applications arising from the arbitration. The seat of the arbitration in this case shall be England(London) where the Arbitration Act 1996 applies. shall be London, England. For the avoidance of doubt the provisions of the English law and the Arbitration Act 1996 shall apply where these Rules are silent.

“Trader” means a person, entity, or organisation acting for purposes relating to their trade, business, craft, or profession, whether personally or through another acting in their name or on their behalf.

“Working Day”: Any day which is not a Saturday, Sunday, or a public holiday in England.

For clarity: Consumers may only be referred to arbitration after the ADR Outcome and only with informed, post-dispute consent. These Rules primarily govern commercial and international disputes under the 89-working-day procedure.

Article 3: International Seat & Applicable Law

3.1 Where both Parties are outside the United Kingdom, the Parties expressly elect London, England as the Seat of the Arbitration, unless they mutually elect a different Seat in writing after the dispute has arisen.

3.2 If the Parties elect a Seat outside England, the mandatory laws of that Seat shall prevail in the event of any conflict with these Rules.

3.3 Where a Seat other than London is agreed, IKNOWA shall request an alternative independent appointing authority to perform the appointment function unless the Parties agree otherwise.

3.4 Nothing in these Rules limits the Parties' ability to rely on the New York Convention in respect of recognition and enforcement of an Award in any jurisdiction.

PART II: COMMENCEMENT OF ARBITRATION

Article 4: Request for Arbitration

4.1. The Claimant shall commence the arbitration by submitting a written Request for Arbitration ("Request") to IKNOWA's case administration. The Request shall include: a) The names, and full contact details of the Parties and their legal representatives. b) A copy of the Agreement containing the arbitration clause. c) A detailed statement of the facts and legal arguments supporting the claim. d) The specific relief sought, including a preliminary quantification of damages.

4.2. The date on which the Request is received by IKNOWA shall be deemed the commencement date of the arbitration.

Article 5: Answer and Counterclaim

5.1. Within 20 Working Days of the commencement date, the Respondent shall submit a written Answer to the Request ("Answer"). The Answer shall include: a) The Respondent's admission or denial of the claims. b) A detailed statement of the facts and legal arguments constituting its defence. c) Any objections to the jurisdiction of the Arbitral Tribunal.

5.2. Any counterclaim must be raised in the Answer and shall include the same details as required for a Request under Article 4.1.

PART III: THE ARBITRAL TRIBUNAL

Article 6: Appointment of the Arbitral Tribunal

6.1. The Arbitral Tribunal shall consist of a sole arbitrator, appointed by the Appointing Body within 10 Working Days of receipt of the Answer.

6.2. The appointed arbitrator shall be, and shall remain, impartial and independent of the Parties. The appointee will be a senior professional with demonstrable expertise in the relevant sector of the built environment and dispute resolution.

6.3. The arbitrator shall provide a signed statement of acceptance, impartiality, and independence before their appointment is confirmed.

PART IV: THE ARBITRAL PROCEEDINGS

Article 7: Case Review and Preparation

7.1. Upon its constitution, the Arbitral Tribunal shall conduct a preliminary review of the Request for Arbitration and the Answer to ensure the submissions are complete and fall within the scope of these Rules.

7.2. Within 10 Working Days of its appointment, the Tribunal shall convene a Case Management Conference with the Parties. During this conference, the Tribunal shall establish a definitive procedural timetable and issue directions for the conduct of the arbitration, ensuring adherence to the 89-working-day timeframe.

7.3. The Tribunal shall possess the widest discretion to manage the proceedings, including the power to determine the scope of document production and the admissibility, relevance, and weight of all evidence.

Article 8: Statements of Case

8.1. Statement of Claim: Within the timeframe directed by the Arbitral Tribunal, but in any event no later than 15 Working Days following the Case Management Conference, the Claimant shall deliver to the Respondent and to the Tribunal a comprehensive Statement of Claim setting out: (a) a full statement of the facts and legal basis supporting its claims; (b) the specific relief sought, including a detailed quantification of all monetary claims; and (c) all documentary evidence, witness statements, and expert reports upon which it intends to rely.

8.2. Statement of Defence and Counterclaim: Within the timeframe directed by the Arbitral Tribunal, but in any event no later than 15 Working Days following receipt of the Statement of Claim, the Respondent shall deliver to the Claimant and to the Tribunal a comprehensive Statement of Defence setting out: (a) its admission or denial of the matters alleged in the Statement of Claim; (b) a full statement of the facts and legal basis supporting its defence; and (c) all documentary evidence, witness statements, and expert reports upon which it intends to rely. (d) Any counterclaim shall be raised at this stage and shall conform to the requirements of a Statement of Claim under Article 8.1.

8.3. Finality of Submissions: The exchange of the Statement of Claim and the Statement of Defence shall constitute the final submissions of the Parties. No amendments or further submissions shall be permitted, save in exceptional circumstances and only with the express leave of the Arbitral Tribunal. A Party's failure to submit evidence in accordance with this

Article may, at the Tribunal's discretion, preclude that Party from relying on such evidence in the arbitration.

Article 9: Tribunal's Review and Fact-Finding

9.1. Following the exchange of written submissions, the Tribunal shall conduct a thorough review of all evidence and legal arguments.

9.2. The Tribunal may, at its sole discretion, request specific written clarification from a Party on any matter within the scope of the submissions. No new evidence may be introduced at this stage. Any request for clarification and the corresponding response shall be shared with the other Party for comment.

Article 10: Basis of Decision

10.1. The Arbitral Tribunal shall decide the Dispute exclusively on the basis of the written submissions and evidence provided by the Parties (a "documents-only procedure").

10.2. By agreeing to these Rules, the Parties expressly agree that an oral hearing are not required to be held. The Parties further agree and acknowledge that the documents-only procedure provided for in these Rules constitutes a fair and reasonable opportunity to present their respective cases and to respond to the case of the other Party. A hearing may be held **only if required by the applicable law of the Seat** or if the Tribunal determines one is strictly necessary to ensure fairness.

PART V: THE AWARD AND ENFORCEMENT

Article 11: The Award

11.1. The Arbitral Tribunal shall render its final, reasoned Award in writing within 19 Working Days of the close of proceedings.

11.2. The Award shall be final and binding on the Parties from the date it is made. By agreeing to these Rules, the Parties expressly waive any right to appeal or review of the Award, to the fullest extent permitted by law.

11.3. For the purposes of Article 11.1, the "close of proceedings" shall be deemed to occur on the date the Arbitral Tribunal receives the Statement of Defence and Counterclaim under Article 8.2, or, where the Tribunal grants leave under Article 8.3 for any further submission, on the date the Tribunal receives that permitted submission. In all cases, the overall timetable set by Article 1.2 shall not exceed 89 Working Days.

Article 12: Costs of the Arbitration

12.1. General Principles: The Arbitral Tribunal shall have the power to determine the costs of the arbitration and to allocate those costs between the Parties in the final Award. In exercising this power, the Tribunal shall have regard to all the circumstances of the case, including the outcome of the dispute and the conduct of the Parties.

12.2. Definition of Costs: The "Costs of the Arbitration" shall comprise: (a) The fees of the Arbitral Tribunal and the administrative charges of the Appointing Body, which shall be calculated in accordance with the schedule of fixed fees published by IKNOWA (the "Schedule of Fees"); and (b) The reasonable and proportionate legal and other costs incurred by the Parties in connection with the arbitration.

12.3. Tribunal and Administrative Fees: To ensure transparency and cost-certainty for the Parties, the fees of the Tribunal and the administrative charges of the Appointing Body are fixed and non-negotiable, as set out in the Schedule of Fees. This fixed-fee structure is a fundamental component of these Rules, designed to ensure the process remains accessible and proportionate.

12.4. Allocation of Costs: The final Award shall specify the total amount of the Costs of the Arbitration and which Party is to bear them or in what proportion they are to be borne by the Parties. While the Tribunal has ultimate discretion, the general principle shall be that the unsuccessful Party will be ordered to pay the reasonable and proportionate costs of the successful Party.

Article 13: Enforcement

13.1. The Parties undertake to carry out the Award without delay.

13.2. The Award is internationally enforceable pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention"). This is the overarching convention and recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought i.e. the jurisdiction and state and country of the laws of England and Wales, and the domestic ADR framework under the Arbitration Act. The successful Party may seek enforcement of the Award in the courts of any jurisdiction where the unsuccessful Party has assets.

PART VI: MISCELLANEOUS

Article 14: Confidentiality

14.1. The Parties, the Arbitral Tribunal, and IKNOWA shall maintain the confidentiality of the arbitration, the Award, and all materials created for the purpose of the arbitration.

Article 15: Limitation of Liability

15.1. The Arbitral Tribunal, IKNOWA, and its employees shall not be liable to any Party for any act or omission in connection with the arbitration, save for conscious and deliberate wrongdoing.

Article 16 – International Users & Seat Election

Where both Parties are outside the United Kingdom, the parties expressly elect London, England as the Seat, unless they mutually elect a different Seat in writing. If a different Seat is elected, mandatory laws of that Seat prevail in the event of conflict with these Rules.

Article 17: Cease to Trade and Acts of Insolvency

17.1 Definitions

For the purposes of these Rules:

“Cease to Trade” means where a Party has permanently discontinued its ordinary business operations, whether voluntarily or by order of a regulator, and is no longer carrying on its principal business.

“Act of Insolvency” means any of the following events:

- (a) presentation of a winding-up petition, bankruptcy petition, or equivalent proceeding;
- (b) entry into administration, liquidation, or receivership (whether voluntary or compulsory);
- (c) appointment of a trustee in bankruptcy (for individuals);
- (d) execution or distress levied against a Party’s assets not discharged within 14 days;
- (e) proposal or approval of any voluntary arrangement, restructuring plan, or compromise with creditors.

18.2 Effect on Proceedings

Where the Arbitral Tribunal determines that a Respondent has ceased to trade or has committed an Act of Insolvency:

- (a) the arbitration shall be stayed or dismissed as against that Respondent;
- (b) no Award shall be made against that Respondent under these Rules;
- (c) the Claimant shall retain the right to pursue any remedy against that Respondent through insolvency or other court proceedings.

19.3 Tribunal Discretion

The Tribunal shall retain discretion to continue the arbitration against any other solvent and trading Parties.

19.4 Purpose

This Article is intended to ensure that arbitrations under these Rules proceed only against solvent and trading Parties capable of satisfying an Award, and to prevent the making of unenforceable Awards against non-trading or insolvent Parties.

Schedule A (Illustrative): Procedural Timetable Aligning to 89 Working Days

- Day 0: Request received (commencement).
- Day 20: Respondent's Answer due (Article 4.1).
- Day 30: Sole arbitrator appointed by Appointing Body (Article 5.1).
- Day 40: Case Management Conference held (Article 6.2).
- Day 55: Statement of Claim due (Article 7.1).
- Day 70: Statement of Defence and any Counterclaim due (Article 7.2).
- Day 70: Close of proceedings deemed to occur (Article 10.3).
- Day 89: Final Award issued (within 19 Working Days of close) (Article 10.1).