

IKNOWA ADR Policy: UK Arbitration Rules for Consumer Disputes

IKNOWA UK ARBITRATION RULES

PART I: INTRODUCTORY PROVISIONS

Article 1: Scope of Application and Overriding Objective

1.1 Iknowa's Arbitration Rules (the "Rules") shall govern all arbitrations in the United Kingdom 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 arbitrations administered by iknowa following completion or failure of the 45-day iknowa ADR process.

1.2 Consumer-Initiated Arbitration Only

Arbitration under these Rules may only be commenced by a **Consumer** (as defined) following completion of the iknowa 45-day ADR process.

A **Trader** (as defined) **may not initiate arbitration proceedings** against a Consumer under the iknowa ADR scheme.

For the avoidance of doubt:

1.2.1 These Arbitration Rules operate solely as an **optional escalation route for consumers** following completion of the iknowa 45-day ADR Scheme.

1.2.2 Arbitration under these Rules may only be **initiated by a Consumer** in respect of a dispute previously considered under the iknowa ADR process.

1.2.3 A Trader may not commence or initiate arbitration proceedings against a Consumer under the iknowa scheme.

1.2.4 Where both Parties agree to proceed to arbitration, the Consumer shall be treated as the **Consumer (as Claimant) may** and the Trader as the **Respondent**.

1.3 The Arbitration Rules are just for individual consumer to business (C2B only)

1.3.1 These arbitration rules and seeking of ADR approval is sought only for consumer-initiated complaints against traders.

1.3.2 Any consumer that is a corporate body, and any Business to Business (B2B) arbitration is entirely separate from CTSI approval.

1.3.3 Arbitration under these Rules is not part of the CTSI-approved ADR scheme and is governed by the Arbitration Act 1996. The CTSI approval applies only to the 45-day iknowa ADR process.

1.3.4 Any business-to-business (B2B) arbitration administered by iknowa is a separate service, entirely outside the CTSI-approved ADR scheme and outside the scope of these consumer provisions.

1.3.5 Overriding Objective and Scope (Consumer Escalation)

The overriding objective of these Rules is to provide a **fair, impartial, independent, and efficient procedure** for the final resolution of disputes arising from domestic services or works carried out by iknowa-registered traders for consumers in the United Kingdom, within a target timeframe of **89 Working Days where the 45-day ADR process has been utilised**.

These Rules apply solely as an **optional post-ADR escalation route for Consumers**, and only where all of the following conditions are satisfied:

- a) The Consumer has first completed the iknowa 45-day ADR process;
- b) The ADR process has concluded without full resolution;
- c) The Consumer elects, in writing, to escalate the matter to arbitration;
- d) The Trader consents to arbitration proceeding under these Rules;
- e) The dispute falls within the scope of the iknowa; and
- f) The Consumer's statutory rights are preserved.

For the avoidance of doubt:

- **Arbitration under these Rules may only be initiated by a Consumer.**
- A Trader may not commence arbitration proceedings against a Consumer under the iknowa scheme.
- Arbitration is **not part of the CTSI-approved ADR scheme** and is governed separately by the Arbitration Act 1996.

1.4 Separate B2B Arbitration

Iknowa may administer business-to-business (B2B) arbitration under separate terms. Any such B2B arbitration is entirely outside the CTSI-approved ADR scheme and does not form part of these consumer escalation provisions.

1.5 Consumer Election of Arbitration

1.5.1 Arbitration under these Rules is not mandatory and does not replace a Consumer's right to go to court.

1.5.2 A dispute may only proceed to arbitration where, after completion of the iknowa 45-day ADR process, the Consumer:

- (a) receives the ADR Outcome;
- (b) is informed of their right to pursue court proceedings; and
- (c) **gives express written consent** to resolve the dispute by arbitration under these Rules.

No Consumer shall be bound to arbitration unless and until that post-dispute election is made.

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, regulated individual or firm designated by iknowa to perform the functions of appointing the Arbitral Tribunal.

“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.

“Asset Owner”: means the legal or beneficial owner of the property or installation to which the works or services relate.

“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, and further commissions or benefits from works or services facilitated through the iknowa platform.

“Consumer (Claimant)”: means the individual consumer who initiates arbitration following the ADR process.

“The Consumer (as Claimant)”: also 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 Consumer (as Claimant) may and/or the Respondent.

“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.

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.

"Trader (Respondent)" means the iknowa member business against whom the consumer brings the arbitration and the Party against whom the arbitration is initiated. For the avoidance of doubt this means the Party against whom arbitration is commenced after election and under these Rules, including any successor or assignee with a proper legal interest in the Dispute.

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

For clarity and for the purposes of the iknowa ADR and Arbitration Schemes:

Where a Consumer is also the Asset Owner, they are entitled to the full benefits and protections of the iknowa ADR and Insurance-Backed Guarantee Scheme.

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 processes, subject to the Asset Owner's acknowledgement of access rights to the installation.

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: Applicable Law and Exclusions

3.1 Governing Law

These Rules and any arbitration conducted under them shall be governed by the laws of **England and Wales**.

3.2 Seat of Arbitration

The Seat of Arbitration shall be London, England, and the arbitration shall be conducted in accordance with the Arbitration Act 1996.

3.3 Territorial Scope

Arbitration under these Rules is intended for disputes related to services or works provided to consumers in the United Kingdom. These rules do not apply to international or cross-border consumer disputes.

3.4 Mandatory Consumer Protections

Nothing in these Rules shall exclude, limit, or restrict any statutory rights or consumer protections available to the Consumer under the laws of England and Wales.

3.5 Domestic Nature of Awards

Awards issued under these Rules are domestic awards for the purposes of the Arbitration Act 1996. These Rules do not purport to rely on, or invoke, international enforcement mechanisms such as the New York Convention.

3.6 Procedural Language

All proceedings under these Rules shall be conducted in English.

For the avoidance of doubt:

3.7 Separate B2B Arbitration

Any business-to-business arbitration administered by iknowa is governed by separate terms and is entirely outside the scope of these consumer arbitration provisions and outside the CTSI-approved ADR scheme.

3.8 Exclusion of Trader-Initiated Proceedings

No provision in these Rules permits a Trader to commence arbitration against a Consumer. Any attempt by a Trader to do so will be rejected by the Administrator as outside the scope of the iknowa scheme.

PART II: COMMENCEMENT OF ARBITRATION

Article 4: Request for Arbitration and Commencement

4.1. Commencement of Arbitration

Arbitration may only be commenced where:

- (a) The Consumer has first completed the iknowa ADR process;
- (b) the ADR process has concluded without full resolution;
- (c) the Consumer elects, in writing, to escalate the matter to arbitration; and
- (d) both Parties consent to arbitration proceeding under these Rules.

The Consumer shall be the only party entitled to submit a Request for Arbitration. The Trader may not initiate arbitration.

The Consumer (as Claimant) may commence 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 Consumer (as Claimant) may 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 Consumer (as Claimant) may 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.

Costs – Consumer Protection Framework

12.2 Where arbitration arises from the CTSI-approved iknowa ADR Scheme:

(a) Consumers shall not be required to pay any tribunal fees, administrative charges, or case-management costs in order to commence or continue arbitration.

(b) Any such fees shall be funded by the scheme, the Trader, or the applicable insurance or resolution fund.

(c) The Tribunal may not make a costs order against a Consumer that would cause financial detriment for exercising their right to pursue redress.

Commercial & International Arbitration

12.3 Where the Parties expressly agree to arbitrate under a separate commercial or international framework (including LCIA or non-UK seats), costs, fees and cost-shifting may be applied in accordance with the applicable institutional rules and arbitration agreement.

Article 13: Enforcement and Dispute of Clauses

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

13.2 Consumer arbitration awards issued under these Rules are domestic awards governed by the Arbitration Act 1996 and enforceable in the courts of England and Wales.

Where the Parties subsequently agree to refer a dispute to arbitration under a different seat or institutional framework (including LCIA or international arbitration), any such arbitration and award may be enforceable under the New York Convention or other applicable treaties.

13.3 Separate Commercial Arbitration

13.3.1 These Consumer Arbitration Rules apply only to Consumer-initiated disputes following completion of the CTSI-approved iknowa ADR Scheme.

13.3.2 Business-to-business, Asset Owner, or institutional disputes may, by separate agreement, be referred to arbitration under LCIA or other institutional rules.

13.3.3 Any such arbitration is entirely outside the CTSI-approved consumer ADR scheme and does not affect any Consumer's rights under these Rules.

Consequently, and for the avoidance of doubt:

13.3.4 The number of arbitrators shall be one.

13.3.5 The seat, or legal place, of arbitration shall be London England.

13.3.6 The language to be used in the arbitral proceedings shall be English.

13.3.7 The governing law of the contract shall be the substantive law of England and Wales.

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.

15.2 Waiver of Excess for Non-Owner Consumers

Where the Consumer bringing a claim under the iknowa ADR Policy or Insurance-Backed Guarantee is not the Asset Owner, iknowa will waive any excess otherwise payable under the relevant insurance policy or award.

The excess value will instead be subsidised by iknowa from its central resolution fund, ensuring that access to redress is not dependent on ownership status.

This waiver applies only to bona fide Consumers as defined above and does not extend to commercial landlords or managing agents acting in a business capacity.

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

Definitions

17.1 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.

17.2 “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.

Article 18: 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 Consumer (as Claimant) shall retain the right to pursue any remedy against that Respondent through insolvency or other court proceedings.

Article 19: Tribunal Discretion and Purpose

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

19.2 Purpose

This Article is intended to ensure that arbitration 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.