

IKNOWA ADR Policy

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1. Introduction

Definitions

1. Interpretation

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

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];

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 **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.
- 5 **Consumers and Asset Owners means:**
a “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.
an “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.



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 (should they wish to elect and escalate to this) and any Insurance-Backed Guarantee Scheme (IBG).

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.

- 6 **Dispute Notice:** a written communication (including but not limited) to those on the IKnowwa 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 IKnowwa platform.
- 7 **Entity:** An entity, being a contractor, with a sole trader, or via a recognised legal formation
- 8 **Initiating Party:** any party under the IKnowwa platform and IKnowwa workmanship agreement that lodges a dispute as to the performance of an Installation under the IKnowwa workmanship agreement.
- 9 **Installation:** An instance of work and business carried out by an entity (being a contractor under the IKnowwa workmanship agreement) and issued under the IKnowwa platform
- 10 **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 IKnowwa workmanship agreement.
- 11 **Responding Party:** any party under the IKnowwa platform and workmanship agreement that receives a Dispute Notice under the IKnowwa ADR policy and underlying IKnowwa workmanship agreement.
- 12 **Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
 - 1.1 Clause headings shall not affect the interpretation of this agreement.
 - 1.2 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].
 - 1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.



- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative instrument.
- 1.7 A reference to an agreement is a reference to this agreement.
- 1.8 A reference to **writing** or **written** excludes fax.
- 1.9 Any reference to **Installation** refers to any installation that is the subject of any dispute that is put through this IKnowa ADR policy.
- 1.10 A reference to the **end of the IKnowa ADR policy** is to the end of the ADR process and resolution however it ends.
- 1.11 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.
- 1.12 References to clauses are to the clauses of this IKnowa ADR policy.
- 1.13 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several.
- 1.14 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.

1.15 Additional Guidance and Waiver

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 in our Definitions and does not extend to commercial landlords or managing agents acting in a business capacity.

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.

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 CIarb 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.

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

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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.

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.

A charge only applies at the award stage where the Initiating Party pays an administrative nominal charge of no more than 1.25% of the award made in



favour of the Initiating Party. This is deducted from the award made against the Entity working through the Iknowa platform – the Responding Party.

2. Scope

2.1 Eligible Disputes

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.

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 manufacturer specifications.
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 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.

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:

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.*

2.3 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.

2.3.1 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

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

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- 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
- 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
- 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

Either party (*consumer or tradesperson being an Entity (contractor) under the Iknowa workmanship agreement*) may initiate a Dispute Notice after completing a project phase/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
- 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).

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- 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

[Insert office address once confirmed for Iknowa]

- **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 1: Evidence Submission and Dispute Notification - [Duration: Up to 10 Working Days]

The evidence submission stage allows both the Initiating and Responding Party to clarify their case.

It is expected that the Initiating Party will submit evidence with the Dispute Notice within the first five (5) Working Days of the IKnowa ADR process and timeline as shown:

1. Initial Submission, from 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.

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- (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.

2. Response from Responding Party:

[Duration: Day 1 – 10 Working Days]

- 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.
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 2 that permits a resubmission of evidence 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.

3. Early Resolution: Between Parties

Early Settlement Opportunity

Once both Parties have submitted their initial materials, the IKNOWA platform enables a one-time opportunity for direct negotiation through a structured “Early Settlement” interface.

If both Parties agree, the settlement terms are recorded and forwarded to the appointed adjudicator for verification and closure.

How this works:

3 (i) To reach an agreement, the Responding Party will be offered **one opportunity**, upon submitting their evidence and/or any counterproposal, defence or acceptance of liability to ‘accept or reject’ the opportunity to make a settlement offer (via the 10 Working days remaining from those allocated in section 4.2.2).

3(ii) Should the Responding Party reject the opportunity to make a settlement offer, the case will go directly to Section 4.3 - Stage 2.

3(iii) If both parties accept via direct negotiation using the Iknowa platform – the settlement offer for the dispute will be recorded and held in abeyance for the adjudicator and the dispute will directly proceed to, Section 4.3 - Stage 2, early. *

Parties may run out of time to agree, and the dispute will proceed to, Section 4.3 - Stage 2. For the avoidance of doubt, if settlement fails or is declined, the matter automatically proceeds to Stage 2 within 2 Working Days to ensure continuity of process. This also may allow the Initiating Party to continue the Dispute Notice under this ADR policy.

4.3 Stage 2: Decision to Proceed, Case Review and Preparation

[Day 11 – Day 20: 10 Working Days and Duration under ADR policy: Up to 15 Working Days (Day 10–25)]

Summary of process:

Upon completion of submissions, the case enters the review stage.

Completeness Check

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.

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 complete 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

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- 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 and/or request appropriation to Arbitration:

At any stage throughout the IKnowa 45 Day ADR process up until Stage 3, the Initiating Party may withdraw their claim, therefore allowing them to completely resubmit a new Dispute Notice if they believe their initial dispute is lacking certain information or has been proven to be incomplete from the Completeness Check and any information issued by the Responding Party. Or further if they acknowledge on receipt of the Responding Party's Information, or requests from the IKnowa administrators, that their Dispute Notice is insufficient to proceed.

For the avoidance of doubt, if the Initiating Party does withdraw at this stage, they are not barred from resubmitting a new Dispute Notice taking into account any new or previously incomplete or illegible information and evidence that has come to light and provided from the Responding Party or the IKnowa administrator from the Completeness Check at Stage 2 of this ADR process.

Further, as a consequence of the Initiating Party withdrawing, they are also free and able to request allocation of their file and Dispute Notice in its current state to arbitration.

4.4 Stage 3: Initial Adjudication

[Expected Duration: 10 Working Days being Working Day 21 – Working Day 30]

The adjudication process involves a thorough assessment by a qualified expert:

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 risk assess whether the appointment can continue and not contravene our Conflict of Interest (COI) policy. If so, the

appointment will not occur and there will be an re-assignment of an adjudicator or arbitrator.

- Assigned 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)
- [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)]
- The assigned adjudicator receives the complete case file from the Dispute Notice

2. 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

3. 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

4. Case Review Conference:

- *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*

4.5 Stage 4: Adjudication and Decision

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.

[Expected Duration: 10 Working Days being Working Day 31 – Working Day 40 however full timeline of the duration under the ADR policy may lead this to run between Day 25 – Day 40]

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 about the binding nature of the decision
- A clear explanation of any required actions is provided

3. Implementation:

- 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

4.5.1 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.***

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

- Adjudicator and IKnowwa have issued the decision and award (including but not limited to any decision for remedial work)
- The party to whom the decision and award has been made has a right of appeal within 5 Working Days of the decision and award (unless an exceptional consumer circumstance occurs)
- 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).

4.6 Stage 5: Understanding the Final Determination / Decision Issue

The final decision must be:

- In writing and dated;
- 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.

4.7 Summary of ADR Process Timeframes

The entire ADR process adheres to strict timeframes to ensure efficient resolution:

1. **Evidence Collection:** 10 Working Days
 - Initial submission
 - Response Submission
2. **Case Review:** 10 Working Days
 - Completeness check and preparation
3. **Adjudication: 10 Working Days**
4. **Decision and Implementation:** 10 Working Days
 - Decision with document preparation, and award and remedial notices issued
 - Decision issued with a reflection period (generally 5 Working Days) for a Party to lodge an Appeal (unless in exceptional Initiating Party circumstances where an extension may be requested)
5. **Right to Appeal**
 - Within 5 Working Days of the Decision

This structure ensures the entire process is completed within a maximum of 45 calendar days from dispute initiation to implementation.

5. Outcomes and Binding Nature

5.1 Legal Basis for Binding Decisions

The binding 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. **Pre-Dispute Confirmation:** Before submitting a dispute, the Initiating Party must explicitly confirm their understanding that the decision will be binding and final as previously confirmed in the Terms of Service and Statement of Work.

4. **Legislative Framework:** The scheme complies with the Alternative Dispute Resolution for Consumer Disputes Regulations 2015 and the Consumer Rights Act 2015.

Decisions issued under this ADR Policy are binding on the Responding Party once accepted by the Initiating Party (including but not limited to a consumer), unless otherwise specified by law.

Our ADR policy and website material will advise consumers who are the Initiating Party that they retain the right to seek redress through the courts on points of law or where statutory rights are infringed. This clarifies judicial review rights and is consistent with consumer law.

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
 - 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.

5.3 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:
 - 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:

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

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- 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 policy

The Iknowa platform may have global commercial users who may not wish to adopt or use this consumer – led ADR track. To keep this ring-fenced, IKNOWA provides a dual-framework dispute system:

- CTSI-compliant ADR for UK consumers
- 89-day London-seated international arbitration for commercial disputes in the built environment. This is a B2B/international arbitration track. See Iknowa Arbitration Policy.

Where Parties fail to comply with a binding ADR decision, the matter may be referred under the IKNOWA International Arbitration Rules (89-Working-Day Framework) for enforcement.

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 and accessibility.

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

4.1 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.

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

6. Summary:

Day 0 – Dispute Notification

- ***Either party submits a Dispute Notice via the IKNOWA platform.***
- ***Notice must outline the issue, desired outcome, and evidence.***

Day 1–10 – Period of Informal Resolution to be Noted

- ***Parties must attempt direct negotiation via the IKNOWA platform.***
- ***If resolved, settlement recorded, and case continues under the IKNOWA ADR process to ensure there is no unfair bargain/undue influence or unfair consumer treatment to the detriment of the consumer who has entered into or been in receipt of a Dispute Notice.***

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Day 0–15 – NB: the above also includes and takes into account the Evidence Submission

- **Both parties upload evidence (documents, photos, communications).**
- **Evidence is locked once submitted.**

Day 11–20 – Case Review

- **IKNOWA administrators review completeness of submissions.**
- **A mediator is appointed to facilitate a resolution meeting.**
- **If resolved, terms are recorded and binding.**

Day 21–30 – Adjudication

- **If unresolved, case referred to an independent adjudicator.**
- **Adjudicator reviews evidence, applies technical standards, and issues a draft decision.**

Day 30–40 – Final Decision & Implementation

- **Adjudicator issues a binding written decision, including remedies (financial award, remedial work, replacement, etc.).**
- **IKNOWA implements decisions automatically where funds are held in escrow.**
- **Both parties' compliance is recorded on their platform accounts.**

Within this timeframe the following occur:

Outcomes and Enforcement

- **Financial Awards – compensation or refund from escrowed funds.**
- **Remedial Work – corrective actions with defined timelines.**
- **System Replacement – in cases of serious failures.**
- **Performance Monitoring – conditional remedies linked to system output.**
- **Platform Sanctions – suspension or removal for non-compliance.**

Save for:

Appeals: The right to appeal following a decision and award is within 5 Working Days of the decision.

Using Arbitration (if appropriate)

Day 41- Day 45

- **Procedural Review: Within 5 working days of the adjudication decision - for alleged procedural errors.**



- *Factual Corrections: Within 5 working days of the adjudication decision - for clerical mistakes.*
- *Judicial Review: Preserved right under UK law.*

7. Flowchart

[CREATE and INSERT FLOWCHART FOR VISUAL READERS]

8. Governing Law and Jurisdiction

This ADR Policy is governed by the laws of England and Wales and complies with the ADR Regulations 2015 and Consumer Rights Act 2015.

NOTE: Cross-Reference to Arbitration Rules (89-Day Framework)

Where Parties fail to comply with a binding ADR decision, or on any specific recommendation and request by the Initiating Party, the matter may be referred under the IKNOWA International Arbitration Rules (89-Working-Day Framework).

Ensures clear escalation path between ADR and Arbitration procedures.