



IKNOWA ADR SCHEME RULES – <https://iknowa.com/trade/adr>

**ADR Entity:** IKNOWA ADR Limited

**Governing legislation:**

Digital Markets, Competition and Consumers Act 2024 (As applicable);

Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015;

Applicable UK consumer protection legislation (from time to time); and

Relevant CTSI accreditation requirements and guidance

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**1. ADR Overview, Status and Regulatory Basis**

Alternative Dispute Resolution (ADR) is a way of resolving disputes between a **consumer** and a **trader** without going to court.

The iknowa ADR (0-45 day) Scheme provides an **independent, impartial and transparent** process for resolving disputes where a consumer is unhappy with a service provided by a trader who is a member of the iknowa scheme.

The ADR process is designed to be:

- Fair
- Accessible
- Free to consumers
- Faster than court proceedings

iknowa ADR considers disputes using **adjudication**, based on written evidence submitted by both parties.

IKNOWA ADR Limited (“iknowa ADR”) operates an Alternative Dispute Resolution scheme in accordance with:

- The Digital Markets, Competition and Consumers Act 2024;
- CTSI accreditation requirements as ADR Authority under the Digital Markets, Competition and Consumers Act 2024 (Alternative Dispute Resolution) (Conferral of Functions) Regulations 2026 (SI 2026/259)

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## A. Regulatory Transparency & Governance

### 1A. ADR Officials and Governance

iknowa ADR administers its ADR scheme through suitably qualified ADR Officials, case handlers, adjudicators and specialist dispute resolution professionals appointed or engaged by iknowa ADR.

ADR Officials may include independent adjudicators, solicitors, mediators, arbitrators, case handlers, specialist consultants and independent firms with relevant expertise in consumer dispute resolution, construction, retrofit, energy, property or related sectors.

ADR Officials are appointed following competency and suitability assessment and are subject to ongoing quality monitoring, training oversight, independence safeguards and conflict-of-interest requirements.

Iknowa ADR does not currently operate any special ADR arrangement within the meaning of section 291(7) of the Digital Markets, Competition and Consumers Act 2024. ADR is carried out by independent ADR officials appointed to the iknowa ADR panel under individual terms or engagement. Each ADR Official acts independently in their adjudicative capacity and appointment. Iknowa ADR remains the accredited provider responsible for the operation of the Scheme in its entirety.

### 1B. Business Continuity

Iknowa ADR maintains a panel of independent ADR officials appointed under individual terms of engagement. In the event that any ADR Official is unable to complete a case - through illness, conflict of interest, termination of appointment or any other reason - the case will be reassigned to an alternative panel member without delay and without prejudice to either party.

Iknowa ADR will, at all times, maintain a minimum of three active ADR Officials capable of conducting adjudications within the scheme's scope.

Where this minimum cannot be maintained, iknowa ADR will notify CTSI immediately and take steps to restore panel capacity within 30 calendar days.

## 2. Scope of the Scheme

### 2.1 Who can use this scheme

This scheme is available **only to consumers** (individuals acting outside their trade or profession) bringing a complaint against an iknowa member.

Trader-initiated complaints are not accepted. They can rely on separate complaints and contractual alternative dispute resolution frameworks of iknowa that operate a similar procedural basis.

### 2.2 Disputes covered

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- Services provided by iknowa members
- Domestic service contracts
- Workmanship, service delivery, regulatory compliance, or consumer protection obligations
- Claims linked to a **Workmanship Guarantee and/or Insurance Backed Guarantee (IBG)**

## 2.3 Exclusions

- Non-members
- Platform complaints or complaints from Traders or Enterprise Consumer Partners (handled separately)
- Matters already before a court or another ADR body

## 3. Principles

The Scheme is:

- Independent
- Impartial
- Transparent
- Free to consumers
- Non-binding on consumers

## 4. ADR Process

### Stage 1 – Internal Complaint

Consumer must first complain to the trader and allow a reasonable opportunity to resolve.

### Stage 2 – Submission

Consumer submits via:

- Online portal
- Email
- Post

### Stage 3 – Admissibility Check

IKNOWA ADR confirms:

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- Consumer status
- Scheme scope
- No refusal grounds (see Section 10)

## Stage 4 – Evidence Exchange

- Both parties submit evidence
- Both parties will be informed when evidence collection is complete.
- Each party will be provided with the other party's submissions and evidence, and given a reasonable opportunity to review and comment before a decision is made.
- Each party has the right to see and respond to the other party's case
- Parties are notified when the file is complete

## Stage 5 – Decision

An ADR Official issues a reasoned decision in a durable medium.

The parties, before agreeing or following a proposed solution, are informed that:

- (i) they have the choice as to whether or not to agree to, or follow the proposed solution – the reasoned decision;
- (ii) participation in the procedure does not prevent the possibility of seeking redress through court proceedings;
- (iii) the proposed solution may be different from an outcome determined by a court applying legal rules; and
- (iv) the legal effect of agreeing to or following the proposed solution.

## 5. Timeframes

- Acknowledgement: **3 working days**
- iknowa ADR will aim to conclude the ADR process within **45 calendar days** of the complete complaint file being received.
- In all cases, and in accordance with the ADR Regulations, a decision will be issued **within 45 calendar days**, unless an extension is required due to complexity, in which case both parties will be informed of the reasons and revised timeframe.
- Parties will be given **at least 10 working days** to consider the outcome – the reasoned decision - before indicating acceptance or rejection.

## 6. Fees

In accordance with section 294 of the Digital Markets, Competition and Consumers Act 2024, no fees, charges, or excesses are payable by consumers for participation in the ADR process, including any associated review or Meta-Complaint procedures. Maintaining this

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free access remains a fundamental condition of the scheme's accreditation under Chapter 4 of the Digital Markets, Competition and Consumers Act 2024.

## 6.1 Consumer Fees

Nothing in these Scheme Rules shall require a Consumer to pay any fee, charge or excess in order to access or participate in the ADR process, including the Meta-Complaint procedure under section 20.

## 6.2 Trader and Member Fee Transparency - No Drip Pricing

Iknowa ADR is committed to full transparency on all fees applicable to Traders and Members using this Scheme. In accordance with Part 3 Chapter 1 of the Digital Markets, Competition and Consumers Act 2024:

- (a) All fees applicable to Traders and Members will be stated in full, inclusive of any additional charges, before a Trader or Member enters into or agrees to any arrangement governed by these Scheme Rules;
- (b) No mandatory charge, fee or costs will be added to a Trader's or Member's liability after the point at which the total cost was disclosed; and
- (c) Iknowa ADR will not employ drip pricing or incremental fee disclosure in connection with any service, process or arrangement it operates.

## 7. ADR Officials

7.1 Iknowa ADR appoints suitably qualified ADR Officials to administer and determine disputes under the Scheme.

7.2 ADR Officials may include independent adjudicators, solicitors, mediators, arbitrators, specialist consultants, case handlers and other appropriately qualified professionals with relevant experience in consumer dispute resolution, construction, property, energy, regulatory compliance or related sectors.

7.3 ADR Officials are appointed following competency and suitability assessment and are subject to ongoing quality monitoring, training oversight and conflict-of-interest requirements.

7.4 Iknowa ADR may utilise independent firms, service providers or specialist dispute resolution partners to assist with the operation and administration of the Scheme where appropriate.

7.5 Appointments may be ongoing, fixed-term or case-specific depending on operational requirements and regulatory considerations.

### 7.6 Panel Appointment Criteria

7.6.1 ADR Officials are appointed to the iknowa ADR panel by open process. To be eligible for appointment, a candidate must hold at least one of the following:

- (a) current authorisation or regulation by the Solicitors Regulation Authority (SRA);
- (b) accreditation as a mediator by the Civil Mediation Council (CMC);



(c) accreditation as an arbitrator by the Chartered Institute of Arbitrators (CI Arb); or

(d) demonstrable technical expertise in the sector covered by the dispute (construction, renewable energy, property works) combined with relevant dispute resolution experience acceptable to iknowa ADR.

All panel members are required to complete a conflict of interest declaration prior to each case assignment and to comply with the iknowa ADR Code of Conduct for ADR Officials. Panel appointments are made under written terms of engagement for a defined term, renewable by mutual agreement. iknowa ADR will publish the names and professional credentials of current panel members on its website at [iknowa.com/trade/adr/panel](https://iknowa.com/trade/adr/panel).

## 8. Independence and Conflicts

8.1 Before accepting a case, ADR Officials and relevant iknowa staff must declare any conflicts of interest to the iknowa ADR administration team. Where a conflict is identified, the case will be reassigned in accordance with section 8.2.

Parties will be notified that a reassignment has taken place but will not be informed of the specific nature of the conflict unless required by law. Where reassignment to another ADR Official is not possible, both parties must give their informed consent for the original official to continue.

8.2 Where an ADR Official identifies an actual or potential conflict of interest in relation to a case to which they have been assigned, they must declare it immediately to the iknowa ADR administration team. The case will be reassigned to an alternative ADR Official with no connection to the conflict. A record of the declaration and reassignment will be retained on the case file. Neither party will be informed of the specific nature of the conflict unless required by law.

8.3 An ADR Official who fails to declare a known conflict of interest may be removed from the panel.

8.4 Where transfer to another ADR body is not possible, both parties must consent for the official to continue.

8.5 Annual conflict declarations are retained and reviewed during audits.

## 9. Withdrawal & Escalation

- Consumers **may withdraw from the ADR process at any time prior to a decision being issued.**
- Arbitration is an **optional consumer escalation only**
- Traders cannot withdraw once started



## 10. Grounds for Refusal

Including:

- Failure to contact trader first
- Frivolous or vexatious
- Duplicate proceedings
- Outside scope
- Late submission (**>12 months from final trader response**) i.e. the Dispute Notice was not submitted within **12 months from the trader's final response after a complaint**.

### 10.1 Misleading the scheme:

- If one of the parties has deliberately misled iknowa ADR regarding the existence or non-existence of grounds for refusal, iknowa ADR may immediately refuse to deal with the dispute even if the three-week period for determining admissibility has passed.
- We retain the right to immediately refuse to deal with the dispute any further, even though the three-week deadline has passed.

10.2 For the avoidance of doubt, the three-week period runs from the date the complete complaint file is received for admissibility review.

## 11. Consumer Choice and Legal Effect and Rights

- Not binding on consumers
- Traders may be contractually bound
- Court rights preserved

### 11.1 Consumer Choice and Legal Rights

Consumers are not required to obtain legal advice or representation, though they may choose to do so.

Before agreeing to any proposed solution, parties will be informed that:

- (i) they may accept or reject the outcome;
- (ii) participation does not prevent court action;
- (iii) ADR outcomes may differ from court judgments; and
- (iv) the legal effect of acceptance.

### 11.2 No Imposed Solutions

The iknowa ADR process does not impose a solution on consumers.

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The parties, before agreeing or following a proposed solution, are informed that:

- (i) they have the choice as to whether or not to agree to, or follow the proposed solution;
- (ii) participation in the procedure does not prevent the possibility of seeking redress through court proceedings;
- (iii) the proposed solution may be different from an outcome determined by a court applying legal rules; and
- (iv) the legal effect of agreeing to, or following the proposed solution.

## 12. Representation

Parties are **not obliged** to obtain legal advice but may do so. For the avoidance of doubt this means that parties may seek independent advice or be represented or assisted by a third party during their matter but not obliged to do so.

## 13. Decisions

### 13.1 Outcomes:

- Are reasoned
- Refer to the Code, contract, and law
- Provided in a durable medium

Provided always the maximum financial award available under this Scheme is £25,000. Awards are compensatory in nature and not punitive. The ADR Official will state the basis of any financial award in the written decision.

### 13.2 Basis of Decisions

When determining a dispute, the ADR official will take into account:

- The iknowa Consumer Code;
- Relevant contract terms;
- Applicable UK consumer protection legislation; and
- Principles of fairness and reasonableness.

### 13.3 Compliance with Decisions

Where a Trader fails to comply with a decision issued under section 13.1 within the timescale stated in that decision:

- (a) iknowa ADR will issue a written notice of non-compliance to the Trader;

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(b) where non-compliance continues for more than 14 calendar days after that notice, iknowa ADR may suspend the Trader's access to the iknowa platform and ADR scheme;

(c) where non-compliance continues for more than 30 calendar days after the notice of non-compliance, iknowa ADR may expel the Trader from the scheme and publish notice of expulsion and the reason for it on the iknowa ADR public register;

(d) iknowa ADR will report persistent non-compliance to CTSI and, where relevant, to NTSELAT or other appropriate regulatory body.

Nothing in this section prevents a Consumer from pursuing enforcement of an ADR outcome through the courts.

## **14. Data Protection, Records and Retention**

### **14.1 Data Protection and Controller Status**

IKNOWA ADR Limited acts as the data controller regarding all personal information processed for the purpose of administering this ADR Scheme. Such data processing is conducted in strict compliance with the UK General Data Protection Regulation and the Data Protection Act 2018.

### **14.2 Regulatory Grounds for Data Handling**

Information concerning dispute resolution, case management, and ADR operations is handled under the following legal frameworks pursuant to Article 6 of the UK GDPR:

(a) fulfilling a public interest objective (Article 6(1)(e)) — specifically regarding the provision of consumer dispute resolution and maintaining an approved scheme under the Digital Markets, Competition and Consumers Act 2024; and

(b) contractual necessity (Article 6(1)(b)) — where such data is required to facilitate the resolution process between the involved parties.

In instances where sensitive information is handled to support accessibility requirements under section 17, processing is conducted under Article 9(2)(g) of the UK GDPR (substantial public interest) alongside relevant provisions of the Data Protection Act 2018.

### **14.3 Retention**

Case records - including all evidence, correspondence, submissions, and decisions are retained for a minimum period of six (6) years from the date of case closure. This period reflects the standard limitation period for contract claims under the Limitation Act 1980 and ensures records are available in the event of subsequent legal proceedings or regulatory audit.

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At the end of the retention period, personal data will be securely deleted or irreversibly anonymised. Anonymised data may be retained indefinitely for statistical, quality monitoring and reporting purposes.

## 14.4 Security

All case records are stored securely in accordance with the security obligations under Article 32 UK GDPR. Access is restricted to ADR Officials and iknowa ADR administration staff on a need-to-know basis. Appropriate technical and organisational measures are in place to protect against unauthorised access, loss or destruction.

## 14.5 Data Subject Rights

Individuals have rights under UK GDPR including the right to access, rectification, erasure (subject to retention obligations), restriction of processing, and objection. Requests should be directed to [support@iknowa.com](mailto:support@iknowa.com). Iknowa ADR's full privacy notice, including details of how to exercise data subject rights and the right to complain to the Information Commissioner's Office, is published at [iknowa Privacy and Cookie Policy.docx](#) via [Alternative Dispute Resolution | Fast Property Dispute Resolution | iknowa | iknowa \(iknowa-Privacy-and-Cookie-Policy.pdf\)](#)

## 14.6 Quality Monitoring and Audit

Case records are used for internal quality monitoring, annual effectiveness assessments under section 15, and any audit conducted by CTSI or other regulatory body in connection with iknowa ADR's accreditation under the Digital Markets, Competition and Consumers Act 2024. Records will be made available to CTSI on request in accordance with iknowa ADR's regulatory obligations.

## 15. Reporting

15.1 Annual reports will be published at:

**<https://iknowa.com/trade/adr/reports>**

15.2 The annual report will include an assessment of the effectiveness of the ADR Scheme, covering

- (i) whether the Scheme is achieving resolution of disputes within the statutory 45-calendar-day timeframe;
- (ii) whether outcomes are being compiled with or by Traders; whether the Scheme is accessible and proportionate for Consumers;
- (iii) any systemic or recurring issues identified; and any changes made or proposed to scheme operation.

This assessment will be submitted to CTSI in the end of year report required under the Digital Markets, Competition and Consumers Act 2024 (Alternative Dispute Resolution) (Information) Regulations 2026 (SI 2026/293).



## **16. Contact Information**

IKNOWA ADR

Suite 1, Concept House, 23 Billet Lane, Hornchurch, England, RM11 1XP

support@iknowa.com

## **17. Accessibility and Inclusion**

iknowa ADR is committed to ensuring that its ADR process is accessible, fair and usable for all Consumers and parties engaging with the Scheme.

The accessibility of the Scheme allows where a Consumer or other participant has a disability, health condition, vulnerability, language need, communication difficulty, or other circumstance affecting their ability to access or participate in the ADR process, iknowa ADR will consider and implement reasonable adjustments where appropriate.

17.1 Reasonable adjustments may include:

- (i) accepting submissions by post or by alternative formats and means;
- (ii) providing assistance with communications or procedural steps;
- (iii) allowing reasonable extensions of time where appropriate;
- (iv) providing documents in accessible formats where reasonably practicable; and
- (v) offering alternative methods of communication where required.

17.2 Requests for reasonable adjustments or accessibility support may be made by contacting support@iknowa.com or through the contact options available on the iknowa website.

17.3 iknowa ADR will consider all such requests fairly, proportionately and with regard to maintaining an accessible and effective dispute resolution process for all parties.

### **17.4 Proactive Identification of Vulnerability**

iknowa ADR recognises that some Consumers may have needs arising from vulnerability that they have not declared or do not feel able to declare.

ADR Officials and the iknowa ADR administration team will be trained to identify indicators of vulnerability — including communication difficulties, apparent distress, significant imbalance of power or resources between the parties, or circumstances suggesting the Consumer may be at a disadvantage in the process — and to consider whether adjustments are appropriate without waiting for a formal request. Any such consideration and action will be recorded on the case file.

## **18. Website Information and Transparency**

18.1 iknowa ADR is committed to maintaining clear, accessible and transparent public information regarding the operation of its ADR Scheme.

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18.2 iknowa ADR may publish and maintain information on its website relating to:

- the ADR process and applicable timelines;
- eligibility requirements and grounds for refusal;
- contact details and methods for submitting complaints;
- accessibility and reasonable adjustment arrangements;
- Scheme Rules and related policies;
- annual ADR activity reports and regulatory information; and
- other information relevant to the fair and effective operation of the Scheme.

18.3 iknowa ADR will take reasonable steps to ensure that such information remains accurate, accessible and appropriately updated.

18.4 iknowa ADR will maintain a public register, accessible at [iknowa.com/trade/adr/register](https://iknowa.com/trade/adr/register), setting out the names of Traders who have been suspended or expelled from the Scheme and the reason for each such action. The register will be updated within five (5) calendar days of any suspension or expulsion taking effect. Traders will be informed before publication. Where a suspension is lifted or expulsion is reversed, the register entry will be updated accordingly.

## 19. Accreditation and Regulatory Oversight

iknowa ADR operates as an accredited ADR provider under Chapter 4 Part 4 of the Digital Markets, Competition and Consumers Act 2024, with CTSI designated as the ADR Authority under the Digital Markets, Competition and Consumers Act 2024 (Alternative Dispute Resolution) (Conferral of Functions) Regulations 2026 (SI 2026/259). This maintains accreditation and oversight arrangements in accordance with applicable UK legislation, CTSI requirements and related regulatory obligations.

iknowa ADR may be subject to periodic review, audit, reporting obligations, accreditation requirements and regulatory fees associated with the operation and maintenance of an approved ADR scheme.

Nothing within this Scheme shall require a Consumer to pay any fee, charge or excess in order to access or participate in the ADR process.

iknowa ADR may publish periodic and annual ADR activity reports setting out anonymised information relating to dispute volumes, case outcomes, complaint categories, procedural performance and wider scheme activity.

Such reports may also include information relating to quality monitoring, accessibility, procedural compliance and systemic trends identified through the administration of the Scheme.

iknowa ADR is committed to cooperating with CTSI and will engage with other relevant competent authorities in relation to regulatory reporting, audit activity and ongoing accreditation requirements.

## 20. Complaints about the Scheme

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## 20.1 Purpose and Scope

This section sets out the procedure for handling complaints about the administration or conduct of the iknowa ADR Scheme itself (“Meta-Complaints”). A Meta-Complaint is distinct from a complaint about the outcome or merits of a dispute decided under the Scheme. This procedure applies where a Consumer or Trader wishes to raise a concern about:

- (a) the way in which their case was handled procedurally;
- (b) the conduct of an ADR Official or member of the iknowa ADR team in connection with their case;
- (c) a failure to comply with the Scheme Rules or the Adjudication Policy;
- (d) the accessibility or fairness of the ADR process; or
- (e) any other matter relating to the administration of the Scheme.

A Meta-Complaint may not be used to re-open, appeal or challenge the substantive outcome of a decided case. Where a Consumer considers an ADR outcome to be wrong, their remedy is to reject the outcome and they are free to pursue separately their rights through the courts or other appropriate forum.

## 20.2 Who may raise a Meta-Complaint

Any Consumer or Trader who has participated in, or sought to participate in, the iknowa ADR Scheme may raise a Meta-Complaint.

## 20.3 How to Submit a Meta-Complaint

Meta-Complaints must be submitted in writing to:

IKNOWA ADR - Scheme Complaints

Suite 1, Concept House, 23 Billet Lane, Hornchurch, England, RM11 1XP

Email: [schemecomplaint@iknowa.com](mailto:schemecomplaint@iknowa.com)

The submission should include: the name and contact details of the complainant; the case reference number (if applicable); a clear description of the concern; and any supporting documentation.

## 20.4 Handling of Meta-Complaints

- (a) Meta-Complaints will be handled by a person who was not involved in the original case to which the complaint relates.
- (b) iknowa ADR will acknowledge receipt of a Meta-Complaint in writing within five (5) calendar days of receipt.

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(c) iknowa ADR will carry out a fair and proportionate review of the Meta-Complaint, which may include requesting further information from the complainant or from those involved in the administration of the original case.

(d) iknowa ADR will issue a written response setting out its findings and any remedial action to be taken within twenty (20) working days of receipt of the Meta-Complaint. Where additional time is required due to the complexity of the matter, iknowa ADR will notify the complainant of the revised timescale within the initial 20-working -day period.

## **20.5 Outcome of a Meta-Complaint**

Where iknowa ADR finds that an administrative failing or procedural error has occurred, it will:

- (a) Set out clearly what went wrong;
- (b) Apologise where appropriate;
- (c) Explain what steps will be taken to prevent recurrence; and
- (d) Where appropriate, consider whether any remedial action can be taken in relation to the case affected

The outcome of a Meta-Complaint is final within the Scheme. It does not affect or reopen any ADR outcome previously issued.

## **20.6 Record Keeping and Learning**

Iknowa ADR will maintain a register of all Meta-Complaints received. An anonymised summary of the volume and outcomes of Meta-Complaints will be included in the annual report published under section 15. Systemic issues identified through Meta-Complaints will be considered as part of iknowa ADR's quality assurance and scheme improvement process and may be reported to CTSI where relevant.

## **20.7 CTSI Referral**

If a complainant remains dissatisfied following the conclusion of the Meta-Complaint process, they may refer their concern about scheme administration to CTSI as the ADR Authority under the Digital Markets, Competition and Consumers Act 2024 (Alternative Dispute Resolution) (Conferral of Functions) Regulations 2026 (SI 2026/259).