

Independent Arbitration Good Garage Scheme

1. Introduction

- 1.1 Independent Arbitration for the Good Garage Scheme (GGS Arbitration) is an arbitration scheme that members of the Good Garages Scheme and their customers, may use to obtain a legally binding resolution to a dispute.
- 1.2 The Scheme is available to Traders who subscribe to the Good Garage Scheme and is administered independently by Centre for Effective Dispute Resolution (CEDR). CEDR has exclusive rights to appoint arbitrators under these Rules.
- 1.3 Eligible customers are entitled to request access to GGS Arbitration by contacting the Good Garage Scheme. Eligible customers must first have registered their complaint with the Good Garage Scheme and must provide evidence of how they have made all reasonable efforts to resolve their complaint directly with the Trader.
- 1.4 The application for arbitration must be received by CEDR within 12 months of the date on which the trader gave notice that it is unable to resolve the complaint. GGS
- 1.5 Arbitration cannot be used for:
 - 1.5.1 any claim for compensation exceeding £10,000, or
 - 1.5.2 any claim for compensation for personal injury, illness, shock or their consequences.
- 1.6 GGS Arbitration cannot be used where:
 - 1.6.1 the same customer has brought a claim against the same Trader regarding the same subject matter before a court or tribunal or equivalent body, which has jurisdiction over the claim and the parties and which has jurisdiction to issue, or has already issued, a legally binding and final determination regarding the claim.
 - 1.6.2 The same dispute is actively being investigated by another dispute resolution body (including, but not limited to, the Financial Ombudsman Service, Motor Codes, Trust My Garage or any CTSi Certified Ombudsman service).

- 1.7 In considering the parties' cases, the arbitrator will have regard to any applicable consumer protection legislation and to the Good Garage Scheme Code of Conduct where there is evidence that they have been relied on or where they are relevant.
- 1.8 GGS Arbitration is designed for use without the need for any legal representation. However, any party may choose to be legally represented, but must do so at their own cost. Any costs for legal representation may not be recovered within GGS Arbitration or through any subsequent legal action.
- 1.9 Any arbitration under GGS Arbitration will be conducted under the provisions of the Arbitration Act 1996 (the Act) and these Rules.
- 1.10 The customer may appoint a representative to make an application on their behalf. If the Customer wishes to do so, they must provide CEDR with their written permission for this representative to act on their behalf.

2. Commencement of arbitration proceedings

- 2.1 If an eligible Customer wishes to proceed to GGS Arbitration, they must first notify the Good Garage Scheme. After at least twenty (20) working days have passed since the Customer notified the Good Garage Scheme, or if the Good Garage Scheme considers it to be appropriate to do so at an earlier date, the Good Garage Scheme will inform the Customer of how to apply to GGS Arbitration, using the prescribed application form. The Customer must return the completed application form, together with the appropriate Registration Fee, which is specified in Schedule 1, to the Good Garages Scheme who will forward the application onto the Trader for counter signature.
- 2.2 If the Trader agrees to refer the dispute to arbitration they will countersign the application form and return it to the Good Garage Scheme, who will in turn send the application to CEDR for review.
- 2.3 The Trader is required to pay a separate Registration Fee directly to CEDR, along with the countersigned application form. Registration Fees are non-refundable except as provided for in Rules 2.6, and 5.6.1 below.
- 2.4 The arbitration will commence when CEDR writes to the parties confirming that the joint application has been accepted. This communication will be entitled, '*Notice of Arbitration*'.

- 2.5 The customer will then be asked to submit a fully detailed claim and the Trader will be asked to respond through an exchange of documents. On receipt of all forms, fees, evidential documents and / or materials from the parties, CEDR will appoint an arbitrator (the Arbitrator) from the panel it maintains for the purpose and inform the parties of the Arbitrator's name.
- 2.6 If the Arbitrator considers that the dispute is not capable of proper resolution under these Rules, the parties will be so advised. In that case the Arbitrator's appointment may be cancelled, the application for arbitration treated as withdrawn and the Registration Fees refunded. The parties will then be able to pursue the matter either through other arbitration or mediation procedures or through the courts.
- 2.7 Once appointed, the Arbitrator will communicate with or issue directions to the parties through CEDR. Correspondence with the Arbitrator must be copied to both parties.

3. Arbitration procedure

- 3.1 The arbitration will proceed on the basis of written argument and evidence.
- 3.2 Upon receipt of the joint application for arbitration, the Claimant will be sent a Claim Form to complete within a period of 15 working days.
- 3.3 Upon receipt of the Claim Form a copy will be sent by CEDR to the Trader, who will then have 15 working days in which to submit a written defence.
- 3.4 CEDR will send a copy of the defence to the Customer, who will be entitled to submit written comments within a further 10 working days. Such comments must be restricted to points arising from the Trader's defence. The Customer may not introduce any new matters or new points of claim.
- 3.5 CEDR will send a copy of the Customer's comments to the Trader. The Trader will not be permitted to make any further comments without the Arbitrator's written approval.
- 3.6 The Arbitrator may request further relevant information or other evidence from the parties.
- 3.7 The Arbitrator will make an award with reasons, normally within 20 working days of appointment, after considering all submissions and evidence.
- 3.8 CEDR will send a copy of the Award to each party and Good Garages, who are entitled to

inspect a copy of the Award for monitoring purposes.

3.9 Unless otherwise directed, both parties must pay any amount awarded within 15 working days of dispatch of the Award to them. They must make such payments directly to the party entitled to receive it. This may include a payment from the Customer to the Trader for outstanding fees.

3.10 Any Award made under the Service is final and legally binding on both parties, subject to either party's right under the provisions of the Act to seek leave to appeal in the courts.

3.11 Any party may request the return of its original documents but must do so within 20 working days of the date of dispatch of the Award, after which date CEDR securely will destroy them.

4. Powers of the arbitrator

4.1 The Arbitrator will have the jurisdiction and power to direct the procedure of the arbitration to include amending any time limits and other procedural requirements if they consider it necessary for the arbitration to be successfully completed. The Arbitrator will also have the power to:

4.1.1 Allow the parties to submit further evidence and/or amend any of the already made; submissions

4.1.2 Order the parties to produce goods, documents, property or other items for inspection;

4.1.3 Conduct enquiries and receive and consider additional evidence as the Arbitrator considers appropriate;

4.1.4 Award interest on any sum awarded, whether or not claimed;

4.1.5 Proceed with the arbitration if either party fails to comply with these Rules or with the Arbitrator's directions;

4.1.6 Terminate the arbitration if the Arbitrator considers the case to be incapable of resolution under the Scheme, or if the parties settle their dispute prior to an award being made.

4.1.7 Order the Customer to pay the Trader any outstanding fees.

4.2 In addition to the powers conferred by these Rules, the Arbitrator will have the widest discretion permitted by law to resolve the dispute in a final manner in accordance with natural justice.

4.3 If the case is settled the parties must immediately inform CEDR in writing of the terms of the settlement.

5. Content of submissions for arbitration

5.1 The claim shall include:

5.1.1 The nature and basis of the claim;

5.1.2 The amount of compensation claimed or other remedy sought;

5.1.3 All supporting documents relied on as evidence, in duplicate.

5.2 An Award cannot be made for any amount that is more than the total amount stated on the Application Form.

5.3 If the Customer is unable to submit a copy of any original contract or order, the Trader shall submit a copy of that document with the defence, if it existed.

5.4 The defence shall include:

5.4.1 What matters in the opposing documents are accepted or agreed;

5.4.2 What matters are disputed, with reasons why;

5.4.3 Details of any outstanding amounts which remain unpaid by the Customer, and any associated counterclaim for such amounts;

5.4.4 Any supporting documents relied on as evidence in support of their response.

5.5 The response by the Customer to any defence shall include:

5.5.1 What matters in the opposing documents are accepted or agreed;

5.5.2 What matters are disputed, with reasons why;

5.5.3 Any supporting documents relied on as evidence in support of such response.

5.6 If any party fails to deliver anything required by these Rules and the specified time frames CEDR will take the following action:

5.6.1 Where a claim is not delivered in accordance with rule 5.1 it shall be deemed to be abandoned. Where a claim is abandoned the arbitration will not proceed and the customer's registration fee will be refunded;

5.6.2 Where the failure concerns information requested by the Arbitrator, the arbitration shall proceed as the Arbitrator considers appropriate;

5.6.3 Where the failure is the non-delivery of the defence, the Arbitrator may make the award on the basis of the documents already received.

6. Costs

6.1 The Registration Fees paid by the parties cover the Arbitrator's Fees and CEDR's administration costs and are non-refundable.

6.2 Subject to Rules 6.3 and 6.4 below, each party shall bear its own costs of legal representation, preparing and submitting its case. No legal action may be brought to recover these costs.

6.3 The Arbitrator will award that the Trader must reimburse the Customer their Registration Fee if the Customer is successful in their application. Alternatively, the Arbitrator may also order one party to pay all or part of the other's costs where the former has acted unreasonably and caused the opposing party unnecessary expense.

6.4 These provisions for costs will not apply to any appeal to the court.

7. Confidentiality

7.1 The proceedings will be kept confidential except as required or permitted by these Rules and the law.

7.2 CEDR will provide a copy of the award to the Good Garage Scheme for monitoring purposes.

7.3 CEDR may gather and retain details, in summary form, of individual cases and, while preserving the anonymity of the parties, may publish such summaries on its website and to other arbitrators as a resource in order to encourage consistency of practice under these rules. CEDR may also publish statistical and outline information on such disputes whilst preserving the anonymity of the parties.

8. General

- 8.1 The law of England and Wales shall apply to the arbitration. The seat of the arbitration shall be London. The Arbitrator shall determine the applicable law of the contract.
- 8.2 CEDR may appoint a substitute Arbitrator in the event of the original Arbitrator becoming incapacitated, or for any reason being unable to attend competently and / or expeditiously to his or her duties. The parties shall be notified of any substitution.
- 8.3 Subject to the right of either party to request CEDR to draw the Arbitrator's attention to any accidental slip or omission which s/he has power to correct by law, neither CEDR nor the Arbitrator can enter in to correspondence regarding an award made under this service.
- 8.4 Neither CEDR nor the Arbitrator nor the Good Garage Scheme will be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, save that the Arbitrator (but not CEDR or the Good Garage Scheme) will be liable for any wrongdoing on his / her own part arising from bad faith.
- 8.5 These Rules are subject to revision and amendment from time to time. The edition of the Rules in force at the time the application is received and acknowledged by CEDR will govern any arbitration under the Service.

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Schedule 1 – Registration Fees

1 The case fee of £500.00 plus VAT applies and is payable by the parties as set out below:

- a) Claims of up to £1,000.00
 - Customer (the claimant): £60.00 plus VAT
 - Trader (the respondent): £440.00 plus VAT
- b) Claims between £1,001.00 - £5,000.00,
 - Consumer (the claimant): £100.00 plus VAT
 - Trader (the respondent): £400.00 plus VAT
- c) Claims between £5,001.00 - £10,000.00
 - Consumer (the claimant): £200.00 plus VAT
 - Trader (the respondent): £300.00 plus VAT

Schedule 2 - Time Frame Breakdown

