



DISPUTE RESOLUTION PROVIDER PROCEDURE

These terms are incorporated into your agreement with Which? Ltd

1. Referral to the Dispute Resolution Provider

a) Where the Trader has complied in all respects with the Complaints Policy, but a complaint cannot be resolved between the Trader and the customer, the Trader shall promptly notify the customer that they should contact the Dispute Resolution Provider if the customer wishes

to pursue the matter further. The Trader shall provide all relevant details relating to the Dispute Resolution Provider to the customer in order for the customer to do so.

b) The Trader shall give all due and reasonable consideration to any request by the customer for written consent to abandon, stay or suspend any court proceedings, arbitration or other dispute resolution procedures in order for the Dispute Resolution Provider to accept jurisdiction to consider and/or investigate the complaint further.

2. Procedural Requirements

a) If the Dispute Resolution Provider decides to refer the matter to adjudication, the Trader shall, without prejudicing their right to continue should the adjudication not conclude with the delivery of a decision, consent to any written request by the customer to stay or suspend any court proceedings, arbitration or other dispute resolution procedures between the parties relating to the dispute.

b) The adjudication of the dispute will then proceed in accordance with the Dispute Resolution Provider's rules, terms and conditions.

c) Without derogating from the generality of the above, the Trader shall:

i. submit to the adjudication of the complaint by the Dispute Resolution Provider; and

ii. comply with all requirements, procedural or otherwise, relating to the adjudication process provided by the Dispute Resolution Provider, as more specifically set out in <https://for-traders.which.co.uk/faqs> under 'What if there's a dispute between a Which? Trusted trader and a customer?' as amended from time to time.

iii. be bound by the decision of the adjudication of the complaint by the Dispute Resolution Provider and agree to comply without delay with any obligations placed upon the Trader by the decision.

iv. recognise that the customer is, where relevant, afforded the right of a third party to enforce the decision by virtue of the Contracts (Rights of Third Parties) Act 1999.

v. recognise that the customer is not bound by the decision of the adjudication of the complaint by the Dispute Resolution Provider and may elect to be bound by it or refer any claim underlying their complaint to litigation or to arbitration if arbitration is permitted by the contract between the Trader and the customer.



d) The customer will be entitled to elect to be bound by the decision of the adjudication of the complaint by the Dispute Resolution Provider, or not, and must communicate this election to the Dispute Resolution Provider within 10 days (or such longer period as the Dispute Resolution Provider may, acting reasonably, consider appropriate) of the issuance of the decision.

e) If the customer does not elect to bound by the decision of the adjudication of the complaint by the Dispute Resolution Provider within 10 days (or such longer period as the Dispute Resolution Provider may, acting reasonably, consider appropriate) or elects not to bound by the decision of the adjudication then the adjudication decision will not be binding on the Trader.

f) The Dispute Resolution Provider will notify the Trader and Which? that the adjudication decision is not binding.

g) If the Trader fails to provide any prescribed remedies to the customer within 28 days of the adjudication decision being issued, the customer or the Dispute Resolution Provider may refer the matter to Which? for further action as Which? considers appropriate. For the avoidance of doubt, breach of this clause by the Trader shall constitute a material breach of this Agreement.

h) In the event that the adjudication decision is in favour of the customer, Which? reserves the right to charge the Trader (and the Trader shall pay) a case fee as set out in the price list within fourteen (14) days of the adjudication decision.

i) The Trader acknowledges that the Dispute Resolution Provider is subject to a fair use policy, and if Which? deem that a disproportionate number of complaints are referred to the Dispute Resolution Provider, then Which? may pass on the cost of the case. as published on <https://trustedtraders.which.co.uk/for-traders/faqs/> . This fee will be per complaint about the Trader. For the avoidance of doubt, this includes instances where the complaint was not found in the customer's favour.

j) If Which? or the Dispute Resolution Provider requires any evidence or information from a third party or a site visit/inspection to be carried out in order to resolve a complaint or conduct the adjudication, the Trader shall meet the costs and expenses of such third party.