

Complaints Procedure

We are committed to providing a high-quality customer service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

Because we pride ourselves on our approachable nature, we would like you to feel comfortable that you could call us to discuss and resolve any matter that may arise.

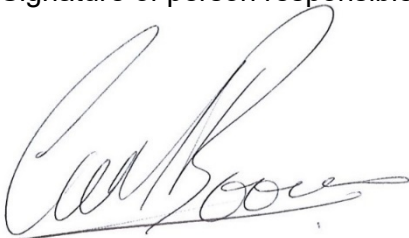
Carl will contact you within 24 hours of any call, email or voicemail to discuss the issue and use every effort to resolve the issue as a matter of urgency.

If you are unhappy with this and want to make things more formal please contact the Director Mr Carl Boorer with the details of your complaint by email (carlboorer@sensedesignbuild.com) and we will follow the following process.

What will happen next?

1. We will send you a letter acknowledging receipt of your complaint to our Director within three days of receiving it, enclosing a copy of this procedure.
2. We will then investigate your complaint and invite you to a meeting to discuss and hopefully resolve your complaint. Carl Boorer will do this within 14 days of sending you the acknowledgement letter.
3. Within three days of the meeting, Carl Boorer will write to you to confirm what took place and any solutions he has agreed with you.
4. If you do not want a meeting or it is not possible, Carl Boorer will send you a detailed written reply to your complaint, including his suggestions for resolving the matter, within 21 days of sending you the acknowledgement letter.
5. At this stage, if you are still not satisfied, we would propose to make a formal submission to the RICS Fast Track Arbitration service for which an Application form and notes outlining the process are attached to this policy.

Signature of person responsible for policy: -



Carl Boorer

Director

Reviewed 30th June 2020

RICS Fast Track Arbitration Rules – Edition 1, May 2015

Primary Objective

1. The primary objective of the Fast Track Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive dispute (save as to costs) within 6 months from the date the Arbitrator is appointed, for claims not exceeding £100,000.00.

Time Periods

2. The arbitration shall be deemed to have commenced when the Claimant serves a written notice of arbitration on the other party (“the Respondent”).
3. All time periods in the Fast Track Arbitration Rules will be measured in days and this will include weekends, but not bank or public holidays.
4. Time periods will be calculated from the day after the Arbitrator is appointed which shall be either:
 - a) The date the Arbitrator is appointed by RICS; or
 - b) The date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties.

Timetable

5. Within 21 days of the Arbitrator being appointed, the Claimant shall provide both the Respondent and the Arbitrator with:
 - a) a written Statement of Claim which describes the nature of the dispute, the legal and factual issues, the Claimant’s contentions as to those issues, the amount of its claim and/or the remedy it is seeking;
 - b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.
6. Within 21 days of receipt of the Claimant’s documents/submissions by the Arbitrator and Respondent, the Respondent shall provide the Claimant and the Arbitrator with:
 - a) a written Statement of Defence responding to the Claimant’s Statement of Claim, its statement of the nature of the dispute (including any counterclaim), the legal and factual issues in the Claimant’s claim and any counterclaim, its acceptance of any component(s) of the Claimant’s claim, its contentions as to those components of the Claimant’s claim it does not accept and the amount of any counterclaim;

- b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;
 - c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.
7. Within 14 days of the Respondent serving its Statement of Defence, the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with:
- a) a written statement responding to the Respondent's submissions, including its reply as to the nature of the dispute, the issues (both factual and legal) and its contentions in relation to the issues;
 - b) all statements of evidence and copies of documents in response to the Respondent's submissions;
 - c) any expert report in response to the Respondent's submissions;
 - d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent;
 - e) its written submissions in response to the legal and factual issues involved.
8. If a counterclaim is made by the Respondent, then the Claimant shall serve a Statement of Defence to the Counterclaim within 21 days of the Respondent making its counterclaim and provide both the Respondent and the Arbitrator with:
- a) a written statement responding to the Respondent's counterclaim, its statement of the nature of the dispute, the legal and factual issues in the Respondent's counterclaim, its acceptance of any component(s) of the counterclaim, its contentions as to those components of the counterclaim it does not accept;
 - b) all statements of evidence and copies of all documents, including legal precedents, expert witness reports, on which it relies;
 - c) any objections it wishes to make to the Respondent's statements, comments on the Respondent's expert report(s) (if submitted by the Respondent) and explanations for the objections;
 - d) its written submissions on the legal and factual issues involved in the counterclaim.
9. Within 14 days of the Claimant making its Statement of Defence to the Counterclaim, the Respondent may make a replying submission by providing both the Claimant and the Arbitrator with:
- a) a written Statement in Reply to the Claimant's submissions, including its reply as to the nature of the dispute, the issues (both factual and legal) and its contentions in relation to the issues;

- b) all statements of evidence and copies of documents in response to the Claimant's submissions;
- c) any expert report in response to the Claimant's submissions;
- d) any objections to the statements of evidence, expert reports or other documents submitted by the Claimant;
- e) its written submissions in response to the legal and factual issues involved.

Procedure

10. The Arbitrator shall make an award on the substantive dispute based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.
11. The default position is that there will be no hearing, but either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.
12. Within 7 days of receiving the last submission, the Arbitrator will notify the parties whether a hearing is to be held provided that any such hearing is limited to 1 day.
13. Within 10 days of the Arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the Arbitrator shall direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing shall not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.
14. A decision will be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. The default position is that there will be no expert evidence given orally at the hearing, or, if expert evidence is required by the Arbitrator, then any expert(s) attending the hearing will be asked questions by the Arbitrator.
15. There will be no process of examination and cross-examination of the expert, but the Arbitrator shall invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that:
 - a) At least 28 days before a hearing, the Arbitrator will provide a list of issues to be addressed by the expert(s);
 - b) If more than one expert is called, they will jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
 - c) The form and content of a joint report shall be as directed by the Arbitrator and must be provided at least 7 days before the hearing.
16. The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the

substantive dispute within 6 months of the date on which he/she is appointed, unless both parties otherwise agree to an extension to the date for the award.

17. However, if a party fails to comply with the timetable or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before him/her attaching the appropriate weight to any evidence submitted beyond any timetable or direction.
18. The Arbitrator's award shall include reasons. The parties shall accept that the extent to which reasons are given shall be proportionate to the amount in dispute and the time available to the Arbitrator to deliver the award.

Arbitrator's Powers

19. The Arbitrator has all the powers of the Arbitration Act 1996, including the non-mandatory sections, save where modified by these rules.
20. Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement of both parties, subject to any such variation being acceptable to the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales:
 - a) only in exceptional circumstances, and if the Arbitrator is satisfied that a variation of any fixed time limit is required in the interests of justice and then
 - b) to only a maximum additional period of 1 month.
21. On the date the award is made, the Arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

Costs

22. The Arbitrator shall limit the parties' recoverable costs of the arbitration, taking account of the amount and issues in dispute. The total limit per party shall not exceed the limits set out in the RICS Information Guide current at the date of the date of the Notice of Arbitration.
23. The Arbitrator will award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.
24. Where the claim and a counterclaim involve connected/interrelated issues, the Arbitrator will consider the relevant costs collectively.
25. The assessment of the parties' costs will be reserved for a further award to enable the parties to agree those costs.
26. The Arbitrator's costs will be charged in accordance with the fee scale and limits set out in the schedule included in the RICS Information Guide current at the date of the date of the Notice of Arbitration.

Confidentiality

27. The parties agree that any hearings in this arbitration shall take place in private.
28. The parties and Arbitrator agree that any matters, materials, documents, awards, expert reports and the like are confidential and shall not be disclosed to any third party without prior written consent of the other party, save for any application to the Courts.

RICS Dispute Resolution Service (DRS)

Request for the appointment of an Arbitrator on Construction and Engineering disputes in England, Wales and Northern Ireland.

If you require the nomination of an adjudicator please complete the separate Adjudication application form (DRS2C).

Notes to consider before completing the application:

- RICS does not have the duty or power to interpret a contract, lease or other document and decide whether or not your application is valid. RICS acts in an administrative capacity and will make an appointment in accordance with your application. It is important that you check carefully to ensure that you have the right to make the application and that it is made in accordance with the requirements of the contract or lease.
- RICS DRS reserves the right to copy the application and/or any accompanying documentation to the responding party and/or representatives. This is on the basis that your application is accepted.
- This application form is the contract between the applicant and the President/Chairman and we will rely entirely upon the information contained herein. The information submitted on this application is accepted as being accurate and complete. Neither RICS or the appointed dispute resolver accept liability in relation to the appointment, if the information provided is inaccurate or incomplete.
- Your application is processed on the basis that appointments are often made on behalf of the President/Chairman of RICS by one of the duly appointed agents.
- Please ensure that a copy of the relevant arbitration agreement is provided. If an agreement is not available, RICS can provide a sample ad-hoc arbitration agreement for execution by the parties.

Type of arbitration appointment

Please indicate whether you require an appointment under the:

- Select Arbitration Service Fast Track Arbitration Service

Authority to appoint

Do you require an appointment by: RICS President (England & Wales) RICS Chairman (Northern Ireland)

Information about the dispute

It is essential RICS receives sufficient information about the type of dispute to enable an appropriate arbitrator to be identified and appointed. The arbitrator will also require sufficient information to satisfy him/herself that the dispute is within the areas of his/her own normal professional expertise. It maybe necessary to provide a summary or extract from an appropriate document.

Address of the subject property [please provide the full address, including the post code]:

Town/city: _____ Post code: _____

Please provide brief details of the nature of the dispute:

Value of the claim: _____

Value of the counterclaim if known: _____

Where is the arbitration agreement?: _____

Please provide a copy of the agreement, if there is no agreement, would you like to use the RICS agreement Yes No

Information about the parties and their representatives

The parties professional representatives must be stated. If a party is unrepresented, please ensure contact numbers are email addresses are included. RICS DRS will forward all relevant correspondence to them. Normally correspondence from DRS is sent by email. Therefore, it is important that you provide email addresses.

Applicant/Claimant

Firm name: _____

Address: _____

Town/city: _____ Post code: _____

Email: _____ Telephone: _____

Non Applicant/Respondent

Firm name: _____

Address: _____

Town/city: _____ Post code: _____

Email: _____ Telephone: _____

Applicant/Claimant representative

Title: _____ First Name: _____ Last Name: _____

Designation: _____ RICS Membership Number (if applicable): _____

Firm name: _____

Address: _____

Town/city: _____ Post code: _____

Telephone: _____ Mobile: _____

Direct line: _____ Email: _____

Referring party: Yes No

Non-applicant/Respondent representative

Title: _____ First Name: _____ Last Name: _____

Designation: _____ RICS Membership Number (if applicable): _____

Firm name: _____

Address: _____

Town/city: _____ Post code: _____

Telephone: _____ Mobile: _____

Direct line: _____ Email: _____

Referring party: Yes No

Professional background of the arbitrator

Are there any specific requirements detailed in the contract or agreed between the parties?

Yes No (if there are no requirements please state none below)

Please indicate any **specific requirement** (as detailed in the contract or agreed between the parties relating to the potential Arbitrator for example: experience, qualifications, time restrictions or if the decision requires reasons)

Authority for RICS to appoint

Generally a unilateral application can be made if an agreement is in place that provides for this. If no agreement is in place, a joint application should be made. RICS will appoint on request and will not become involved in a dispute as to whether the application is valid.

Please indicate if the application is a unilateral or joint appointment: Unilateral Joint

Please indicate the document that gives authority for the RICS President/Chairman or duly appointed agent to make an appointment:

Contract Lease Court Order Joint Agreement of the parties Other (please state):

Conflicts of interest

RICS will take reasonable steps to ensure that the Arbitrator is free from conflict of interest. It is therefore essential that you provide details of the parties (including any parent and/or subsidiary companies or related entities that a prospective appointee would need to consider in their conflict checks).

If in your view there are any potential Arbitrators who would have a conflict of interest in this case, you should list them below. Please also provide for each such person, brief but clear reasons for this statement. Your attention is drawn to the decision in Eurocom Ltd -v- Siemens Plc [2014] EWHC 3710 (TCC) to effect the misrepresentation in this statement could vitiate the appointments process in its entirety rendering any award made unenforceable:

Name	Firm	Reason

Please note: While the President/Chairman will give careful consideration to any representations, he/she will reach his/her own decision as to who is appointed and always retains an unfettered discretion to any dispute resolver he/she regards as suitable.

How to pay

For an application under the **fast track arbitration and construction engineering service** RICS charges an administration fee of **£425.00** inclusive of VAT to make an appointment. This payment is non refundable whether or not the President/Chairman makes the appointment [e.g. if the matter is settled by agreement and the application is withdrawn].

Please note: RICS is phasing out cheque payments over the next six months [from September 2019]. Therefore, if you are a regular customer, you may wish to set up a trade account with RICS to pay for a request for a dispute resolver. If you would like to set up a trade account, please email drs@rics.org for assistance with this. Alternatively, you can make a payment via BACS or card; please see details below. Please note that we will be moving to an online platform over the next 12 months which will offer more flexibility with regards to payments.

You can choose to pay by the following:

- Providing a cheque made payable to RICS. Please detail your name and details of the parties in dispute on the reverse so that the payment can be allocated.
- A card payment. One of our advisors will contact you to arrange payment. Please tick this box:
- Debit my RICS trade account number:
- Account holders will be invoiced by our finance department. To apply for an account please email drs@rics.org

RICS is unable to accept credit or debit card details by email due to PCI compliance regulations. Please be aware the referring party has responsibility to ensure that payment is complete applications are unable to be processed without full payment.

If you are applying under the **select arbitration and construction engineering service** there is no administrative fee.

Application submitted by:

Name: _____

Firm name: _____

Date: _____

Signature: _____

If it is a **joint application** can the responding party or their representative detail their name, firm name and sign and date below:

Name: _____

Firm name: _____

Date: _____

Signature: _____

Submitting this application to DRS confirms that you have read and understand the explanatory notes contained in this application form. Your application is accepted on this basis.

Your privacy

RICS takes the privacy and security of the personal information you provide very seriously. Your details are held in a secure database with authorised access only. We apply data processing policies in compliance with the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations [EC Directive 2003]. RICS will not use the information you provide in this application to contact you with offers of products and services. Nor will RICS share your information with third parties for the purpose of sending you details of offers of products and services.

Explanatory notes

- RICS has a duty to act independently and transparently when appointing an Arbitrator. On receipt of a request, DRS will select a suitably qualified Arbitrator who is free from conflicts of interest normally from the President/Chairman's panel of Construction Arbitration and Engineering specialists. Details of your application will be sent to prospective third parties to help them decide whether they are able to take on the appointment.
- After checking that the Arbitrator meets the criteria an appointment is confirmed on or on behalf of the President/Chairman and the parties and the Arbitrator is notified.
- To help DRS select someone who will have the confidence of the parties we rely on the information given in your application. An incomplete or incorrect application can result in an inappropriate appointment. It is vital that you complete all sections of the application form; incomplete sections may result in delays.
- RICS DRS reserves the right to copy the application and/or any accompanying documentation to the responding party and/or representatives. This is on the basis on that your application is accepted. RICS by law is not required to provide a copy of the application form and correspondence to the non-applicant party. As a matter of good practice RICS will provide this to the non-applicant party on request.
- As a matter of policy RICS may forward the information contained in an application form and any supplementary documentation in the case details, to the non-applicant party in dispute and/or the representatives. Details of the case will also be sent to prospective third parties to help them decide whether they can or cannot take on the appointment.
- If the dispute is resolved before the President/Chairman makes an appointment, you must notify RICS as soon as possible.
- If it is a unilateral appointment, RICS does not have the duty or power to interpret the document that gives the parties the right to apply for a Arbitrator to decide whether or not your application is valid.
- RICS DRS acts in an administrative capacity and will make an appointment in accordance with your application. It is important that you check carefully to ensure that you have the right to make the application, and that your application is made in accordance with the requirements of the contract.
- Parties are reminded that by completing this application they will be jointly and severally liable, under contract or statute, for payment of the Arbitrators' reasonable fees (including abortive fees for any work undertaken if the matter is settled before a decision is given).
- Your application will be processed on the basis that appointments are often made on behalf of the President/Chairman of RICS by one of his/her duly appointed agents.
- RICS DRS will not always seek comments from the parties on disclosures made by potential appointees. In some cases the President/Chairman may decline to appoint someone, even if they are satisfied that the potential Arbitrator has no conflicts of interest. Before an appointment is made RICS DRS will take into account a range of factors including representations made by both parties.