

London Chamber Adjudication Service (LCAS), powered by London Chamber of Arbitration and Mediation (LCAM)

Rules, Guidance, Terms and Conditions for the Which? Trusted Traders Adjudication Scheme

Effective Date: 1 January 2024

Introduction

1. These rules govern the adjudication process for dispute resolution cases between Which? Trusted Traders and their consumers within the Motor Vehicle Service and Repair, Home Appliance Repair, and Home Improvement sectors.

General

2. The Which? Trusted Traders Adjudication Scheme (“the Scheme”) offers an informal and independent method for resolving disputes between a subscribing trader and their consumers.
3. Adjudications are carried out by independent adjudicators appointed by London Chamber Adjudication Service (LCAS), powered by London Chamber of Arbitration and Mediation (LCAM).
4. An adjudicator, who is legally trained or an industry specialist, weighs up the documents and evidence you and the company provide to reach a written decision. The adjudicator will consider any law that is relevant to the dispute, as appropriate.
5. Adjudicators’ decisions are binding when accepted by the consumer within 10 working days of the decision being issued.
6. Applications to the Scheme can be submitted by consumers or their nominated representatives.
7. A ‘consumer’ includes purchasers, recipients of goods or services, and users of services in the specified sectors. It usually excludes business purchases and users.
8. Claims related to a specific service or repair must be submitted together. Subsequent claims for the same service or repair are not eligible.
9. Consumers can use the Scheme if they cannot settle a dispute with the trader after 8 weeks or if the trader’s final response does not indicate potential further consideration.
10. Adjudicators decide disputes based on information, evidence, and relevant law.
11. The whole process is done in writing. There are no hearings or in-person meetings.
12. Decisions apply only to the specific dispute and do not set precedents.

Eligibility to use this scheme

You are eligible to use this scheme if:

13. Your contract is with a Which? Trusted Trader;
14. You’ve exhausted the trader’s in-house complaints procedure or 28 days have passed since raising your complaint;
15. You refer your complaint within 12 months of the trader’s final settlement offer or response; and
16. Your dispute involves a Which? Trusted Trader at the time of the complaint.

Scope of the scheme

17. The Scheme covers disputes related to service contracts in Motor Vehicle Service and Repair, Home Appliance Repair, and Home Improvement sectors.
18. The Scheme does not cover:
 - a. Claims outside the specified sectors.
 - b. Claims by non-consumers.
 - c. Claims against non-subscribing traders.
 - d. Personal injury or discrimination claims.
 - e. Cases commenced within eight weeks of the first complaint unless a final response is provided.

Exclusions

19. We cannot consider your claim if
 - a. Your complaint is not about a Which? Trusted Trader.
 - b. The trader is in administration, liquidation, or has ceased trading.
 - c. Your complaint is not made as a consumer.
 - d. Another court or tribunal is already handling your case.
 - e. Your complaint is referred more than 12 months after the trader’s final offer.

Applying to Use the Scheme

20. Consumers must
 - a. submit a completed application form through the Scheme’s website or by post. Here is a link to the [form](#).

- b. request specific remedies from the trader on the application form.
 - c. include details of the dispute, sought resolutions, supporting documentation, and the trader's final response.
 - d. must confirm attempting resolution with the trader and provide relevant details.
21. LCAS will provide a unique reference number upon receipt of a complete application.
 22. LCAS will send the application form to the trader for comments.
 23. Traders must respond within 10 working days, or the Scheme may proceed based on available information.
 24. You will be given opportunity to comment on the Traders response and evidence
 25. Additional information may be requested from both parties.
 26. False or misleading information may result in application rejection.
 27. Frivolous, vexatious, or unsubstantiated applications may be rejected.

Decision Process

28. To make a decision, the adjudicator:
 - a. Will decide based on information, evidence, and relevant law;
 - b. May seek additional information or clarification;
 - c. Will make decisions based on the balance of probabilities ("more likely than not"); and
 - d. Provide a written decision with reasons.
29. Once you receive the adjudicator's decision you will be given 10 working days to decide whether you accept or reject it. If you reject the decision it has no effect on you or the company.
30. If you accept the decision, it becomes binding on the trader and the trader has to provide you with the remedies the adjudicator has set out in the decision within 30 days
31. If you do not accept the decision, you will be advised of the right to pursue legal action.
32. Non-compliance by the trader within 30 days may result in [suspension or termination of membership TBC]

Fees

33. You do not have to pay a fee for this service.
34. Traders pay a fee for each referred case.
 - a. The Fee for each case is £1,000 plus VAT.
 - b. Fees are non-refundable
 - c. Payment is due within 10 working days from when request for payment is sent.
 - d. Until payment is received, LCAS will not make the adjudicator appointment
 - e. Traders will also cover any additional costs related to the adjudication process.

Timeline

35. The process duration varies based on case complexity, but is typically around three months. Updates are provided at key stages.

Legal Representation

36. Not required, but you may wish to seek advice.
37. You can also ask a legal representative to submit your claim for you. However, you cannot claim any charges your representative may make for their services.

Awards and Compensation

38. Awards up to £10,000.
39. Compensation for losses, repairs, replacements, or repeat performances.
40. Awards based on evidence, not automatically exceeding previous offers.
41. Consequential losses considered.
42. Not awarded for legal fees, telephone/postage costs, storage charges, bank interest, rental income, or commercial losses.

Confidentiality and Data Protection

43. Decisions are confidential between parties and Which? Trusted Traders. Details disclosed to relevant bodies only.
44. Information shared during adjudication is confidential and used only for dispute resolution.
45. Adjudication decisions may be published with anonymised data.

- 46. The consumer and trader names are not published without consent.
- 47. Records are retained for six years.

Miscellaneous

- 48. Rules may be amended with communication to traders and consumers.
- 49. Which? Trusted Traders may terminate the Scheme, completing ongoing cases.
- 50. Governed by the laws of England and Wales.

Contact us

E: info@lcam.org.uk

W: lcam.org.uk

T: +44 (0) 20 7203 1946

