



Terms of Reference for Arbitration under The Commercial Rent (Coronavirus) Act 2022 (“the Act”).

Process:

1. Application – either party can apply for Arbitration under the Act by completing an application form. Please note that you must first have served notice of your intention to make a reference to arbitration to the other party under section 10 of the Act and otherwise ensure you have complied with the obligations set out in that section. A reference to arbitration must also comply with the requirements of sections 11 (formal proposals) and 12 (written statements) of the Act.
2. Triage – the Commercial Arbitration Service will conduct an initial eligibility review and conflict of interest check to determine an appropriate arbitrator. The parties will receive confirmation of the Appointment of an Arbitrator or notification that the referral is immediately deemed ineligible, within seven (7) days.
3. Fee schedule – the fee schedule is available comprising an initial fee per party on a sliding scale, however there may be an uplift also on a sliding scale depending upon the level of complexity and time allocation. All fees must be paid in advance by both parties, or by the referring party covering the initial costs, but all fee arrangements and agreements will be confirmed prior to any appointment.
4. Acceptance of Arbitrator – if neither party objects to the proposed appointment of an Arbitrator by the scheme, an Agreement will be sent to both parties for signature and return. The Appointment will take effect upon receipt of the Arbitrator’s fee from the parties and the receipt of signed agreements, counter-signed by the arbitrator, from both parties.
5. Acceptance of Arbitrator by Appointment of the Parties – should the parties wish to elect an Arbitrator rather than the scheme appointing one for them, then the parties will be provided with choice of three (3) Arbitrators from the panel within seven (7) days of agreeing to the scheme, upon which they are to agree the appointment of an Arbitrator within a further seven (7) days and confirm with the scheme. The Appointment will take effect upon receipt of the Arbitrator’s fee from the parties and the receipt of signed agreements, counter-signed by the arbitrator, from both parties.
6. Unable to Agree on the Appointment of an Arbitrator – the parties acknowledge that should no agreement be made within seven (7) days of receipt of the submitted Arbitrators from the panel, then the

scheme will appoint an Arbitrator for them, this may not always be an Arbitrator from the selection provided. Upon selection, Appointment will take effect upon receipt of the Arbitrator's fee from the parties and the receipt of signed agreements, counter-signed by the arbitrator, from both parties.

7. Preliminary Review – the Arbitrator will conduct a review, dealing with any preliminary legal points arising out of the Final Proposals submitted by both parties.
8. Hearing – if either or both parties request a hearing, this will be scheduled within 14 days of receipt of the request. The requesting party must pay the fee in advance (or otherwise will be jointly and severally liable to pay this if both parties request a hearing).
9. Issue of Award – the award will be issued as soon as reasonably practicable from the date upon which the latest final proposal is received, or otherwise the last day upon which a party may submit a revised proposal, or within 14 days from the conclusion of an oral hearing.
10. Legal Costs – except as set out in the Act, both parties must meet their own legal or other associated costs.

Awards and Remedies:

1. Awards – these will be made in accordance with sections 13 and 14 of the Act which will include reimbursement of arbitration fees in accordance with sections 19(5) and 20 (6).
2. Publication of Award – the award will be published on CDRL's website, under the Commercial Arbitration Service Scheme page.

Complaints or Disagreement with the Arbitrators Decision:

1. Challenges to Awards – parties may be able to challenge awards under sections 67-69 of the Arbitration Act, this may be subject to further costs that the challenging party is expected to cover
2. The fees for any challenge must be paid in advance of the challenge being considered by the challenging party.
3. If your issues do not relate to the outcome of the Arbitrators decision but of the service you have received by the scheme, please raise your concerns to The Head of the Commercial Arbitration Service, stating your CASE ID Number and email it to commercialarbitration@cdrl.org.uk or by post to 12-14 Walker Avenue, Stratford Office Village, Wolverton Mill, Milton Keynes, MK12 5TW



4. The Removal of an Arbitrator – following acceptance of the initial appointment, any grounds for removal should be communicated to The Head of the Commercial Arbitration Service, stating your CASE ID Number and email it to commercialarbitration@cdrl.org.uk or by post to 12-14 Walker Avenue, Stratford Office Village, Wolverton Mill, Milton Keynes, MK12 5TW, explaining the reasons for which removal is sought. In the event that a replacement is agreed and required, the fees will be adjusted accordingly and, depending upon the reasons for the Arbitrator stepping down, an administration charge may be applied. This charge will be payable by the requesting party unless agreed by both parties that the fee is split.