

DisputeAssist

A Qure Group solution



A GUIDE TO ALTERNATIVE DISPUTE RESOLUTION



A guide to Alternative Dispute Resolution

What is Alternative Dispute Resolution (ADR)?

Alternative Dispute Resolution refers to the process of resolving conflicts outside of the court system, which has become increasingly popular in recent years. Dispute resolution comes into play when a complaint has reached a deadlock and can include negotiation, mediation, or arbitration. Mediation involves a neutral third party assisting both parties in reaching an agreement, while arbitration involves a panel of arbitrators making a decision based on presented evidence. Dispute resolution can be conducted with or without legal representation, in-person or online, and before or after a lawsuit.

Why do I need Alternative Dispute Resolution?

If you are facing a dispute with an installer and are unable to reach a resolution, Alternative Dispute Resolution can provide an unbiased process to find a fair solution. The Ministry of Justice has highlighted various factors such as over £4 billion of unresolved complaints each year, lengthy waiting times for claims in court, and the continued growth of the home improvement sector. Additionally, some cases with the ombudsman are taking over 5 years to resolve, emphasising the need for faster and more efficient methods of dispute resolution such as ADR.

The benefits of using ADR :

Alternative Dispute resolution ensures fairness and independence in the dispute resolution process. ADR officers are trained to act with impartiality when resolving disputes and are not influenced by external factors such as political pressure or corporate interests. Reduce the cost of resolving a complaint and avoid the time-consuming process of going to court. This is particularly beneficial for small businesses or individuals who may not have the financial resources to pay for expensive legal fees. By considering the options available and negotiating an agreement between both parties, installers can resolve issues effectively while protecting their business interests. However, it is important to have strong contractual and warranty paperwork in place to minimise liability and ensure transparency throughout the installation process.

How to avoid a dispute:

Customers:

- Do your research. Get recommendations from friends, family, or neighbours, and check online reviews.
- Get everything in writing. This includes the scope of work, the timeline, the cost, and any other relevant details.
- Make sure the contractor is qualified and insured.
- Get a written quote that includes the total cost of the project, as well as any additional costs that may be incurred.
- Agree on a payment schedule and make sure all payments are made on time.
- Inspect the work regularly and make sure it is being done to your satisfaction.
- If you have any concerns, raise them immediately with the contractor.

Contractors:

- Be honest and transparent about your pricing and services.
- Get everything in writing, including the scope of work, the timeline, any variations to the original scope and the cost.
- Communicate regularly with your customers and keep them updated on the progress of the project.
- Be responsive to your customers' concerns and address them promptly.
- Complete the work on time and to the agreed upon standards.
- Offer a warranty on your work.
- Be professional and respectful at all times.
- Be flexible with your schedule where possible. Things happen, so be willing to work with your customers if there are any unexpected delays.

Choosing an ADR scheme:

Home improvement contractors in the UK can choose the right alternative dispute resolution scheme to join by considering the following factors:

- The cost of the scheme
- The range of services offered by the scheme
- The speed of resolution
- The independence of the scheme
- The reputation of the scheme Before joining a scheme

Contractors should:

- Make sure the Dispute Resolution Provider is approved by the Chartered Trading Standards Institute. Check the scheme's complaints procedure to make sure it is fair and accessible.
- Ask for references from other home improvement contractors who have used the scheme.
- Read the provider's terms and conditions carefully.

Tradespeople: Before escalating a dispute...

When installers find themselves in a dispute with customers, it is essential to approach the situation with professionalism and a willingness to find a fair resolution. Here are some tips for installers to take when dealing with a dispute:

1. **Active Listening:** Give your customers an opportunity to express their concerns fully. Practice active listening by attentively hearing their perspective without interruption. Show empathy and seek to understand their point of view.
2. **Remain Calm and Respectful:** Stay composed and professional during discussions or meetings with the customer. Avoid becoming defensive or confrontational, as it can escalate the situation. Maintain a respectful tone and demeanour throughout the process.
3. **Seek Clarification:** Ask clarifying questions to ensure you understand the customer's concerns and expectations clearly. This helps avoid misunderstandings and ensures everyone is on the same page.
4. **Review the Contract:** Refer to the contract or agreement signed by both parties. Review the relevant terms, specifications, timelines, and payment details. Determine whether the dispute relates to a breach of contract or a miscommunication.
5. **Offer Solutions:** Propose potential solutions to address the customer's concerns. Consider compromises or alternative options that can help meet their expectations while aligning with your capabilities and resources.
6. **Document and Record:** Maintain detailed records of all interactions, including emails, written communications, and any agreed-upon changes or resolutions. This documentation can serve as evidence if the dispute escalates further.
7. **Engage in Mediation or Arbitration:** If direct communication doesn't lead to a resolution, suggest involving a neutral third party, such as a mediator or arbitrator. These professionals can facilitate discussions, offer unbiased perspectives, and help find a mutually agreeable solution.
8. **Professional Support:** Seek advice from legal professionals or industry associations if the dispute becomes complex or challenging to resolve. They can provide guidance on legal rights, contractual obligations, and dispute resolution processes.

Tradespeople: Before escalating a dispute...

9. **Focus on Customer Satisfaction:** Demonstrate a commitment to customer satisfaction by actively working towards a fair resolution. Explore options that balance the customer's needs with your ability to rectify the situation effectively.
10. **Learn and Improve:** After the dispute is resolved, reflect on the experience, and identify any areas for improvement. Consider how similar issues can be prevented in future projects through enhanced communication, contract clarity, or process adjustments.

Remember, resolving disputes in a fair and respectful manner not only helps retain customer relationships but also contributes to your professional reputation. Strive to find common ground and reach a resolution that is satisfactory to both parties involved.

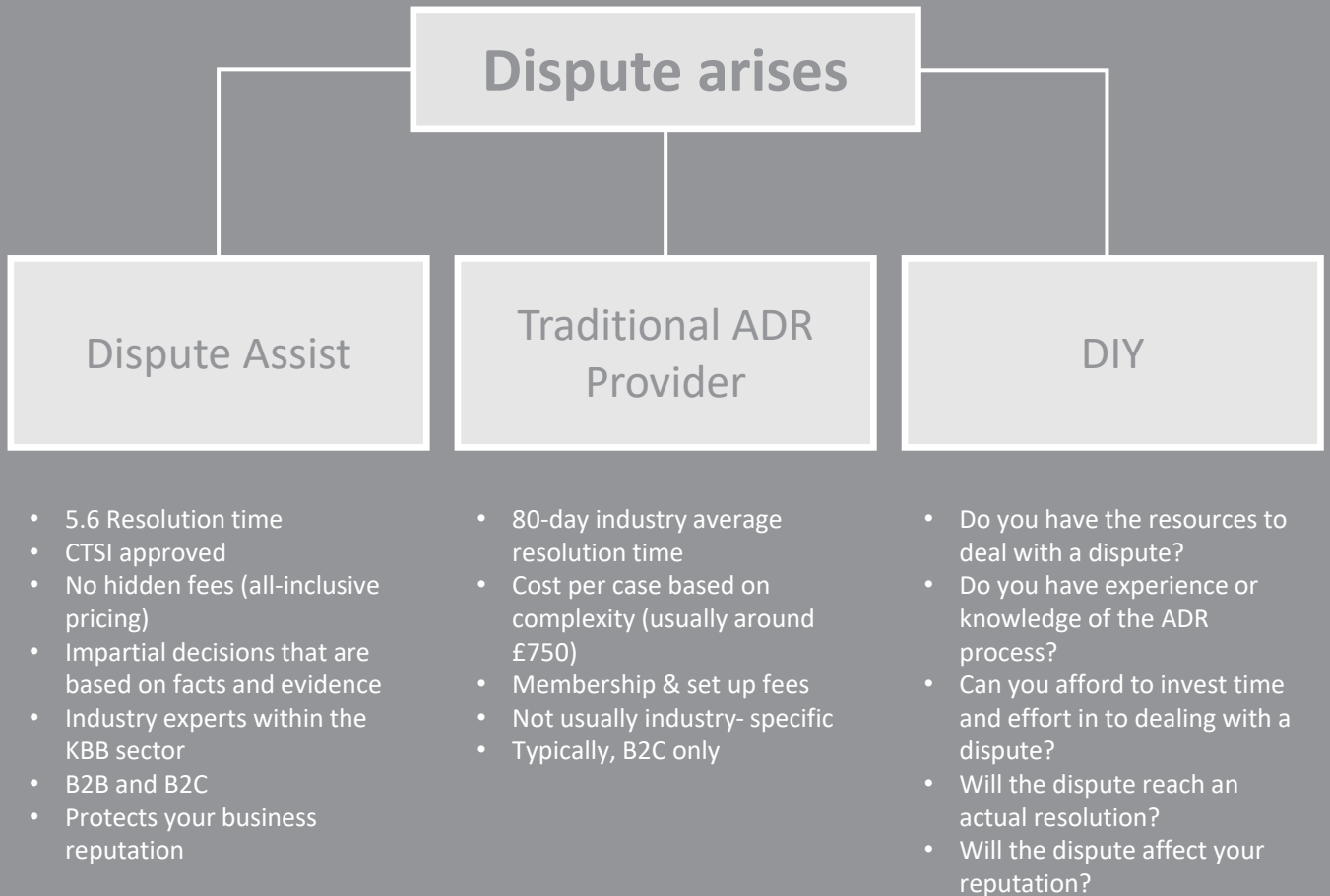
Consumer rights explained

Here are a few key points to help you understand the Consumer Rights Act 2015 in basic terms:

- **Goods must be of satisfactory quality:** When you purchase goods, they should meet a reasonable level of quality. They should be fit for their intended purpose, free from defects, and durable.
- **Services must be carried out with reasonable care and skill:** If you hire a service provider, such as a contractor or a plumber, they must provide their services with a reasonable level of skill and care. If they fail to do so, you may be entitled to a remedy.
- **Digital content must be as described:** If you purchase digital content, such as software or music downloads, it should match the description provided by the seller. It should also be of satisfactory quality and fit for its intended purpose.
- **Remedies for faulty goods, services, or digital content:** If you encounter an issue with a product or service that doesn't meet the required standards, you may be entitled to certain remedies. These can include a repair, a replacement, a refund, or a price reduction, depending on the circumstances.
- **Consumer guarantees for up to six years:** In some cases, you may be entitled to a remedy for up to six years from the date of purchase. However, it's important to note that the specific timeframe for remedies can vary depending on the type of product or service.

It's worth mentioning that the Consumer Rights Act 2015 covers a wide range of consumer transactions, but there may be certain exceptions or additional provisions depending on the specific circumstances. If you have any concerns or questions about your consumer rights, it is advisable to seek legal advice or consult with relevant consumer protection organizations.

What choices do you have when a dispute arises?



For more information on Dispute Assist, visit www.quaregroup.co.uk