

The ABTA Arbitration Scheme

Introduction

For over 30 years ABTA has helped Members and their customers deal with holiday complaints and has provided an arbitration scheme as a way of formally resolving disputes. The Scheme has long been the best known and most utilised consumer Alternative Dispute Resolution (ADR) scheme in the UK. It provides a way for Members and their customers to resolve disputes in a low cost, private and speedy way without having to go to court.



The ABTA Arbitration Scheme is provided by CEDR Solve, Europe's leading commercial and workplace mediation service and alternative dispute resolution provider. CEDR Solve works to the highest standards, offering unrivalled access to leading mediators and other dispute resolution professionals, and assisting with the resolution of disputes and deadlocked negotiations of all types and sizes around the world. The team has more than 30 years' combined experience, dealing with more than 70,000 individual clients involved in disputes and differences at all levels, from multi-million pound contracts to small consumer claims.

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The ABTA Arbitration Scheme

Scheme Rules and Appeal Procedure

1. Introduction

- 1.1 This Scheme is supplied exclusively by CEDR Solve, Europe's leading independent dispute resolution service.
- 1.2 The Scheme has been designed to resolve disputes between Members of ABTA Ltd (The Travel Association) and their customers, arising from alleged breaches of contract and/or negligence. Awards made under the Scheme are final and binding on all parties, though any party has the right to seek leave to appeal in the courts or to use the ABTA Arbitration Appeals Procedure (see Rule 8 for further information).
- 1.3 The Scheme is supported and promoted by ABTA as a cost-effective and speedy alternative to the courts. Use of the Scheme is mandatory for ABTA Members (the Member) where an application is made against it by a customer within 18 months of completion of the return journey or the intended return date.
- 1.4 Claims may be made by or on behalf of any person named in the booking form or other contractual documents. "Customer" includes prospective customers of a Member and includes all persons whose bookings were made under a single booking reference. All claims made under each booking reference must be made at the same time.
- 1.5 Any Arbitration under this Scheme will be governed by the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force (the Act) and the Scheme Rules. All Arbitrations will be deemed to take place in London, U.K.
- 1.6 Claims under the Scheme cannot be made for more than a total of £25,000, limited to £5,000 per person. Where a claim for personal injury is made the limit on the amount claimed is £1,500 per person.
- 1.7 The Scheme is designed for use to resolve disputes between the customer (the Claimant) and the Member (the Respondent). However, the Respondent has the right to join a Second Respondent without the agreement of the Claimant or the Arbitrator if the Second Respondent is an ABTA Member. Any application to join a Second Respondent must be made in writing to ABTA within 7 days of receipt of the initial claim, giving clear reason why they should be added. No extension in time will be given. ABTA will then contact the Second Respondent enclosing a copy of the application asking for the Defence to be submitted in line with the Rules. In this instance the named Respondent on the application form is required to pay the registration fee to CEDR Solve in full.
- 1.8 In these Rules, reference to one gender shall include all genders.

2. Applying for arbitration

- 2.1 A Claimant may only apply for Arbitration once he has reached deadlock with the ABTA Member and has completed the Pre-Arbitration Notice as supplied by ABTA Ltd.
- 2.2 Upon completion of ABTA's pre-arbitration procedure, ABTA will issue to the Claimant an Application Form containing a unique reference number (e.g. PAR/123456). If the Claimant wishes to proceed to Arbitration, the Application Form must be returned to ABTA, accompanied by the documents and supporting materials specified on the Customer Arbitration Documents Checklist for Claims (together "the Claim Documents").

- 2.3 Where a claim is made against a Respondent, the Respondent is joined in the arbitration automatically. The Respondent is required to pay a separate registration fee to CEDR Solve and will be invoiced at the appropriate time. Where two Members of ABTA (for example, a travel agent and a tour operator) are joined in the same application, each shall pay half of that fee. It is an offence under the ABTA Code of Conduct for a Respondent to refuse or fail to pay its registration fee within a reasonable period after it becomes due.
- 2.4 The Claimant must send the Claim Documents to ABTA (who will forward them to CEDR Solve) so as to be received by ABTA within 18 months of completion of the return journey or the intended return date. The Respondent may, but cannot be compelled to, agree to the Arbitration proceeding if the Claim Documents are received by ABTA outside this time limit.
- 2.5 On receipt of the Claim Documents, CEDR Solve will appoint an Arbitrator from its Panel of Arbitrators and inform the parties of the appointment.
- 2.6 The Arbitrator will conduct the Arbitration via CEDR Solve. CEDR Solve will copy all correspondence between any party and the Arbitrator to all other parties.

3. Arbitration procedure

- 3.1 The Arbitrator shall have the widest discretion permitted by law to resolve the dispute in a final manner in accordance with natural justice. In particular, he has the power to direct the procedure of the Arbitration, including varying time limits and other procedural requirements, and to:
- 3.1.1 allow the parties to submit further evidence and/or amend the Claim Documents or the Defence Documents;
 - 3.1.2 conduct enquiries and receive and consider additional evidence as he sees appropriate;
 - 3.1.3 issue Directions for any procedural or evidential matters which he considers appropriate;
 - 3.1.4 award interest on any sum awarded, even if not claimed;
 - 3.1.5 continue with the Arbitration if either party fails to comply with these Rules or with the Arbitrator's Directions;
 - 3.1.6 end the Arbitration if he or she considers the case to be incapable of resolution under the Scheme.
- 3.2 The Arbitrator will take into account any offers of settlement made by either party only when considering awarding to any party reimbursement of his/its registration fee by another party under Rule 5.5 below.
- 3.3 The arbitration will proceed as follows:
- 3.3.1 ABTA will send a copy of the Claim Documents to the Respondent who then has 28 days in which either to submit a written Defence, prepared in accordance with Rule 4 below, Member Arbitration Documents Checklist (together "the Defence Documents"), or to notify ABTA in writing that the claim has been settled. If no Defence or notification of settlement has been submitted after 21 days, ABTA will issue a reminder to the Respondent. On written Application by the Respondent stating the grounds of the Application, ABTA may grant to the Respondent an extension of 14 days for the submission of the said documents.
 - 3.3.2 The Respondent may not make a counterclaim against the Claimant.

- 3.3.3 On receipt of the Respondent's Defence Documents (if any), ABTA will send all documents received to date to CEDR Solve. CEDR Solve will acknowledge receipt and send a copy of the Defence to the Claimant, who shall submit a Reply to Defence, prepared in accordance with 4.6 below, within a further 7 days. Such Reply to Defence must be restricted to points arising from the Respondent's Defence and shall not include any new claim, assertion or evidence. At this time, payment is due to CEDR Solve as outlined on the Application Form. CEDR Solve will request payment along with the Claimant's comments.
- 3.3.4 CEDR Solve will send a copy of the Reply to Defence to the Respondent, who may within 7 days, highlight any new content, evidence or claim contained within it. The Respondent may not introduce any new matters or new evidence or points of Defence or comment by way of Defence on the Reply to Defence.
- 3.3.5 On receipt of the Respondent's final observations, CEDR Solve will send the complete case file to the Arbitrator. The Arbitrator will consider all documentation and other evidence and may, via CEDR Solve, ask for further information from the parties.
- 3.3.6 Within 28 days of the case file being sent to the Arbitrator, or of the date on which the last of the information required by the Arbitrator is submitted to him, CEDR Solve will send a copy of the Award to each party and to ABTA, who are entitled to inspect a copy of the Award for the purposes of monitoring complaint resolution procedures under the ABTA Code.
- 3.4 Unless otherwise directed by the Arbitrator, all parties shall comply with the Award within 21 days after the Award is sent to the parties.
- 3.5 Any party may request the return of its original documents but must do so in writing, accompanied by the correct postage materials and funds, within 28 days of the date of the Award being sent. If no such request is made within 28 days CEDR Solve and/or ABTA will destroy them.
- 3.6 The default method of all communications shall be by email and where possible all documents should be transmitted by email.

4. What to include in the claim, defence and comments

- 4.1 When sending the claim to ABTA, the Claimant must ensure that all sections of the Application Form have been fully completed and that the requirements of the Customer Arbitration Documents Checklist have been complied with.
- 4.2 If the Claimant is unable to submit a copy of any original contract or booking form, the Respondent shall submit a copy of that document. The Claimant's time for submitting the Claim Documents shall be extended until 28 days after ABTA sends the document to him.
- 4.3 When sending the Defence to ABTA, the Respondent must ensure that all sections of the Respondent's Arbitration Documents Checklist have been complied with.
- 4.4 In their Reply to the Defence (Comments) the Claimant must state which matters in the Defence Documents they now accept and agree with; and the matters which remain disputed, with reasons.
- 4.5 The Respondent may make a final response. However, this must be limited to highlighting to the Arbitrator any new content, evidence or claim contained within the Claimant's Reply to the Defence. The Respondent may not introduce any new matters, new evidence or points of Defence or comment by way of Defence on the Claimant's Reply to the Defence. The Arbitrator will not consider any additional matters of this nature.
- 4.6 If any party fails to deliver anything required by the Arbitrator, the Arbitration shall proceed as the Arbitrator considers appropriate.

5. Costs incurred in the arbitration

- 5.1 The registration fees payable by the parties, set out on the Application Form, include CEDR Solve's administration fee and the Arbitrator's fee.
- 5.2 The Arbitrator shall award the registration fee of the unsuccessful party to the successful party, limited in the Claimant's case to the registration fee they have paid.
- 5.3 The Arbitrator shall take into account any offers made **up to** the point in which the case papers have been sent to the Arbitrator. Where a sum awarded to the Claimant is the same or lower than an offer previously made by the Respondent (irrespective of the amount claimed) the Claimant shall be treated as an unsuccessful party for the purpose of Rule 5.2.
- 5.4 Each party shall bear its own costs of preparing and submitting its case, including the costs of legal representation, if any, and no legal action may be brought to recover these costs.
- 5.5 Provisions within section 5 of these Rules shall not apply to any appeal to the court.

6. Confidentiality

- 6.1 Both the Claimant and the Respondent undertake not, at any time, to disclose to any person any details of the Arbitration, unless it is to uphold the Award.
- 6.2 ABTA Ltd and/or CEDR Solve may analyse Arbitration Awards in order to monitor the effectiveness of the Scheme and produce and/or publish findings.
- 6.3 Personal information will only be published for the purpose of upholding the Award or as may be required by law, Court order or any governmental or regulatory authority.

7. Other rules

- 7.1 The law of England and Wales will apply to the Arbitration and to the claim. The Arbitrator shall determine the applicable law of the contract.
- 7.2 CEDR Solve will appoint a new Arbitrator if the Arbitrator originally appointed is unable to deal with the dispute. CEDR Solve will inform the parties if such an appointment is made.
- 7.3 With the exception of amending the Award following any minor error/omission which he has power to correct by law, neither CEDR Solve nor the Arbitrator will enter into correspondence or dialogue relating to the Award.
- 7.4 The Arbitrator shall not be liable to any party for any act or omission in connection with any Arbitration conducted under these Rules, save for any wrongdoing on his or her own part arising from bad faith. CEDR Solve separately can only be held liable for acts of bad faith.
- 7.5 CEDR Solve operates a separate Scheme for claims against travel companies which are not members of ABTA. Further details are available by emailing adr@cedrsolve.com.

8. Arbitration appeal

- 8.1 If any party considers that the Award is one which no Arbitrator should have reasonably made on the basis of the documents presented by the parties, they may write to CEDR Solve applying for the Award to be appealed to an independent Arbitrator under the ABTA Arbitration Scheme Appeals Procedure ("the Procedure"), a copy of which is available from CEDR Solve.

- 8.2 Application for appeal under the Procedure must be made to CEDR Solve within 14 days of the date on which the Award was sent to the parties by CEDR Solve.
- 8.3 If an Application for Appeal is made, any obligation under the Award is suspended pending the outcome of the Appeal. Any payment directed by the Appeal Arbitrator shall be complied with by the party subject to the obligation within 21 days of the receipt of the Appeal Award.

The ABTA Arbitration Appeal procedure

1. The ABTA Arbitration Scheme Appeals Procedure (“the Appeals Procedure”) is provided to claimants and respondents who wish to appeal an award made under the ABTA Arbitration Scheme (“the Scheme”).
2. The Appeal Procedure is administered by CEDR Solve. The rules relating to the conduct of the Appeal Procedure are those applied to the Scheme except where they differ from these rules.
3. The party(ies) appealing (“the Appellant(s)”) must do so within 14 days of issue of the award attaching:
 - a. Copy of the original Award.
 - b. Clear reasons why the original Award was wrong to have been made on the basis of the documents presented by the parties.
 - c. The Appeal Procedure fee £350.00 plus VAT made payable to CEDR Solve. This fee is non-refundable regardless of the outcome of the appeal.
4. Failure to note specific reasons for requesting an appeal will result in the appeal being refused and the fee being forfeited.
5. CEDR Solve will acknowledge receipt of the application for the Appeal Procedure and will notify the other Party or Parties (“the Respondent(s)”) that an appeal has been made, sending a copy of the appeal to the Respondent(s). The Respondent(s) then have 14 days to send CEDR Solve a written response if they so wish.
6. Each party will bear its own costs (including any legal costs).
7. CEDR Solve will send a copy of the Respondent’s(s’) comments to all parties. Further representations shall only be allowed at the discretion of the Appeal Procedure Arbitrator. CEDR Solve will appoint an Arbitrator from its Appeal Procedure panel and notify all parties and send all documents submitted to the original Arbitrator to the Appeal Procedure Arbitrator, including the Award. No new evidence or documentation will be considered by the Appeal Procedure Arbitrator.
8. The Appeal Procedure Arbitrator may either confirm the original Award or set it aside and deliver a new Award. In this case, the Arbitrator may consider any costs order where made under the original arbitration and at his/her discretion direct the reimbursement by one or more parties of any registration fee paid under the original arbitration.
9. The Appeals Procedure Arbitrator’s decision is final and binding on all parties. There are no further steps that can be taken by any Party other than considering the possibility of an appeal to the courts. Before considering such a step, ABTA and CEDR Solve advise they seek legal advice.

The ABTA Arbitration Scheme

General Notes and frequently asked questions

Please read these general notes and frequently asked questions carefully before making your application

General notes

1. Once the application form, has been completed and signed, you are committed to proceeding in accordance with the scheme Rules. The form must be completed and forwarded to ABTA within 18 months of completion of the return journey or the intended date.
2. Make sure that all parts of the application form and documents checklist have been completed and that your address (postal and email) are easy to read.
3. Do not delete any section of the application form. If you do it will invalidate the claim. All correspondence and case statements must quote the name of the case and the ABTA reference numbers.
4. These rules are applicable to any claim registered by ABTA from 26 July 2012 and do not relate to any registration made prior to that date.

Frequently asked questions

What is the purpose of the scheme?

An arbitration scheme dealing with alleged breaches of contract and/or negligence between consumers and Members of ABTA has been in operation for the past forty years. The scheme is provided so that consumers can have disputes resolved without having to go to court and without having to go to the expense of instructing solicitors (though you may choose to use a solicitor if you like, at your own expense).

What is arbitration?

Arbitration is a form of alternative dispute resolution (ADR) and is a cost effective, speedier and a less formal alternative to resolving your dispute through the courts. It is conducted privately based on written documentation and evidence.

What is an arbitrator?

An arbitrator is a neutral person who makes a legal and binding decision (Award) after considering the evidence that both the Claimant and Respondent submit. The role of an arbitrator is similar to that of a judge and the award will be conducted fairly and neutrally. Arbitration is a legal process and the arbitrator must make his or her decision based on the law.

The award is the document with the decision that the arbitrator produces once he or she has considered all the evidence. You and the respondent are legally bound by the arbitrator's decision, which is enforceable in the courts, subject to any provisions in the rules. It contains legally binding orders for the parties and details of the case and the arbitrator's explanation as to why he or she decided the case as they did.

If you win (or partially win) the respondent will send you the money they owe you directly. Payment is due within 21 days from the date the award is issued, unless either party has approached CEDR Solve (within 14 days of the Award being issued) asking for an Appeal. If you don't receive payment within 21 days, then you should, in the first instance contact ABTA.

If you lose or you're awarded less than was previously offered to you by the respondent, you'll be ordered to pay an amount which is equal to the sum you paid as your registration fee – but no more than that. For example, if the respondent offers you £500 and you decline the offer, and then the arbitrator awards you £400, you'll have to pay the equivalent of your registration fee back to the respondent. The arbitrator does have the power to deduct any sum from what has been awarded. You're also responsible for the cost of making your case (e.g. photocopying, postage, etc).

The arbitrator decides the case purely on the arguments and evidence presented by the parties. The parties must prove their cases on the balance of probability to the satisfaction of the arbitrator. The arbitrator assesses the evidence and analyses the terms of the contract which have been agreed to by you and the respondent when the holiday booking was made. The arbitrator specifically looks for a proven breach of this contract.

The arbitrator is restricted to consideration of the documents and evidence submitted. You must therefore make every point and submit all supporting evidence that you consider relevant. You must also retrieve and submit any documents sent previously to any other body and upon which you intend to rely.

Do I need to prove my claim or does the respondent have to prove I'm wrong?

The burden of proof is on you, as it would be in court, and in order to prove your claim you should submit all the evidence that you feel supports it. Your claim should be set out in date order, listing the events which have led to the claim and referring to each supporting document in respect of each allegation.

Don't exaggerate the claim, if you're unable to produce evidence to prove any aspect of the claim, consider whether that part should be included or what justifies it. Exaggeration may undermine the credibility of your evidence.

How long will it be before I know the outcome?

You should expect to hear the outcome within 8 - 12 weeks from the date that the application for arbitration was received by ABTA.

Can the arbitrator or CEDR Solve advise me on my case?

No. The arbitrator and CEDR Solve are impartial and can't act as a consultant or adviser to either party. CEDR Solve can only advise you on procedural matters. If necessary, advice should be sought from a solicitor, a Citizens Advice Bureau, a law centre or a neighbourhood advice centre.

Do I need legal representation?

No, unless you chose to do so. Arbitrators don't expect claimants to have legal representation, though you may choose to have it, at your own cost. This is your right. Please remember that your legal costs can't be reclaimed, even if you win.

If my claim's unsuccessful what can I do next?

There are only two routes for challenge against the award

- you can appeal through the High Court, within 28 days of receiving the award; or
- you can request an appeal under the ABTA Arbitration Scheme Appeals Procedure. Details of this procedure have been supplied within the pack. Any application for appeal must be made to CEDR Solve within 14 days of receiving the award.

These deadlines are strictly enforced and if you don't apply in time you'll lose the right of appeal. There's no other way to challenge the award. You may not like an award (the amount awarded) but remember that doesn't mean that the award is wrong in law.

Appeals will normally require evidence of a serious error in law or misconduct on the part of the arbitrator. In order to have an appeal considered by the High Court, you'll need to instruct a solicitor.

How long would it take for my case to go through the courts?

Recently the Ministry of Justice (MoJ) issued some revealing statistics (<http://open.justice.gov.uk/courts/civil-cases/>) which sheds some light on how long it typically takes between someone lodging their case with the county court and a hearing taking place.

You can search their website to see how long it took for a claimant lodging their case to a hearing taking place, but on average it takes over 30 weeks (7 months) for a hearing for claims up to £5000. For claims over £5000 this rises to over 58 weeks (13 months).

The time involved in a claimant bringing their case to Arbitration usually takes between 8 – 10 weeks, once the Pre Arbitration protocol has taken place and once ABTA received the full claim. This is significantly less time, thereby ensuring that all claims remain 'fresh'.

How much would it cost if I took my case to court?

Please see below the relevant costs as listed by HM Courts & Tribunals Service as of July 2012.

Claim	Claim Fee	Online Claim Fee	Allocation Fee	Pre-Trial Checklist Fee	Hearing Fee	Total Cost
Up to £300	£35	£25			£25	£60/£50
£300.01 - £500	£50	£35			£55	£105/£90
£500.01 - £1,000	£70	£60			£80	£150/£140
£1,000.01 - £1,500	£80	£70			£110	£190/£180
£1,500.01 - £3,000	£95	£80	£40		£165	£300/£285
£3,000.01 - £5,000	£120	£100	£40		£325	£485/£465
£5,000.01 - £15,000	£245	£210	£220	£110	£545	£1,120/£1,085
£15,000.01 - £50,000	£395	£340	£220	£110	£1,090	£1,815/£1,760

Should I send my registration fee to ABTA and at the time I make the application?

No. Once ABTA has received the Defence to Claim from the Respondent you will be asked by CEDR Solve to submit your Reply to the Defence (Comments) it is at this point you will need to also submit payment direct to CEDR Solve.

The ABTA Arbitration Scheme CEDR Solve Arbitration Panel

All Arbitrations applied for under The ABTA Arbitration Scheme are conducted by sole arbitrators who are members of the CEDR Solve Arbitration Panel. All members of the Panel are Chartered Arbitrators or members of the Chartered Institute of Arbitrators (CI Arb). A short profile of each member of the Panel is given below in order that you can feel confident that your claim is being dealt with by someone who has the experience and knowledge to deal with the issues involved.

Chairman - Marcus Rutherford is the chairman of the panel and has published more than 500 arbitration awards – many related to the travel and leisure industries. He is a partner at Enyo Law and has more than 34 years' experience as a litigator and arbitrator. Marcus has lectured and written extensively on arbitration law and practice.

Murray Armes is a Chartered Architect with 30 years' experience and a Chartered Arbitrator. He is a highly experienced Construction Adjudicator, Mediator, dispute board member on the FIDIC President's List of International Adjudicators and Expert Witness, who accepts instructions for both domestic and international disputes.

Stephen Bate is a practising barrister and CEDR Solve mediator with over 25 years' experience in a wide range of contractual and other civil and commercial disputes. He has been appointed in some very high value arbitrations and sits on various regulatory panels.

Paul Beevers has been a solicitor since qualifying in 1980. He is a member of a number of arbitration panels including the CEDR Solve panel. He has been involved in training consumer adjudicators and has produced over 200 decisions himself.

Stephen Bickford-Smith is a fellow of the Chartered Institute of Arbitrators and a Chartered Arbitrator. He is also a practicing adjudicator, a qualified mediator and on the adjudication panels of TECBAR and the Chartered Institute of Arbitrators. He is regularly appointed as an arbitrator in disputes in the construction, property and professional services fields, including substantial construction and property disputes.

David Cartwright has acted as Arbitrator, Adjudicator, Mediator, Expert Witness and Independent Expert, in connection with contractual and tortious liabilities in the UK and internationally on over 500 occasions, in a variety of industries. David is a Fellow of the Royal Institution of Chartered Surveyors and the Arbitrators and Mediators Institute of New Zealand, and is also a Chartered Arbitrator.

Francis Chubb trained as a barrister and was called to the Bar by Middle Temple in 1996 and re-qualified as a solicitor in 2008, becoming a founder-partner of Rylatt Chubb, a niche City dispute resolution firm, in 2009. Francis has made a special study of international commercial and investment arbitration at the School of Arbitration, Queen Mary, University of London and is a Fellow of the Chartered Institute of Arbitrators (FCI Arb).

Dr Mair Coombes Davies specialises in Dispute Resolution. Having received degrees from the University of Wales, including a PhD in law, Mair is qualified as both an architect and barrister. She is an appointed arbitrator of the Welsh Assembly Government and the Office of the Deputy Prime Minister.

Michael Cover has 25 years' experience as a lawyer in industry and City law firms and now practises independently as an Arbitrator and is a CEDR Solve Mediator. He has arbitrated a range of disputes, including UK and international trade disputes and licensing disputes.

Robert Dorrington is a Chartered Arbitrator and Chartered Surveyor; he commenced his own disputes resolution practice in 1981. He has extensive experience in construction and a variety of scheme based on consumer disputes. He acts as Arbitrator, Adjudicator or party representative. He served as an elected CI Arb Council member for three years. Robert's involvement as an Arbitrator in ABTA travel disputes began in 1999; he has written around 300 awards.

Ike Ehiribe is a practising barrister, mediator and expert determiner with a special interest in entertainment, sports, intellectual property and travel disputes. As an arbitrator he has issued a considerable number of awards relating to package holidays, cruise vessels and consumer law and practice.

David Ellwood has been a solicitor since qualifying in 1972. David now practices solely in Dispute Resolution, to which he brings many years' experience of legal practice. In addition to the ABTA Arbitration Scheme, he is a member of the CEDR Solve Financial Arbitration panel and the Law Society's Presidential Panel of Arbitrators.

David Griffiths is a barrister and qualified and practises as an Arbitrator and Mediator, and has dealt with a great number of commercial and consumer disputes in these roles. David also acts as an adjudicator and he has dealt with over 100 consumer adjudications. He has in the past tutored and acted as an examiner for the CI Arb and is a member of the CI Arb and Bar Council panels of Arbitrators

Jarleth Heneghan is a dual qualified British and Irish solicitor in both City and Irish law firms. He is also a Chartered Surveyor and Chartered Builder with almost 20 years' experience in the international projects, transport, public sector, commercial and dispute resolution industry. He is a CEDR Solve mediator, a member of the Irish Law Society Arbitration and Mediation Panel and Fellow of the CI Arb.

Stephen Lelliott is a Chartered Engineer who also has legal qualifications and practices as a dispute resolution consultant, Arbitrator and Adjudicator in commercial and consumer disputes. He has been an ABTA travel dispute Arbitrator since 1999 and has written over 500 awards.

Mark McGeoch started life as a Chartered Quantity Surveyor who now works for a firm that carries out dispute resolution work in the Construction, Engineering and Energy sectors. Mark is a CEDR Solve Mediator and Adjudicator who has rendered hundreds of decisions in consumer law disputes including more than 250 awards for travel disputes.

Charles O'Neill has 35 years' experience in property development, construction and asset management. He has participated in a wide range of commercial disputes in Asia, UK and Australia, including contractual disputes, insurance, holiday and travel claims, workplace harassment and employee entitlements; involving arbitration, mediation, expert determination, adjudication and court cases.

John Price, a CEDR Solve mediator, has arbitrated / adjudicated more than 250 disputes. He is experienced in arbitrating consumer disputes. In addition to the ABTA Travel Scheme he has arbitrated consumer disputes involving consumers and building contractors, conservatory companies, and glazing firms.

John Redmond is a practising Adjudicator on the panel of several nominating bodies and a mediator. As an Arbitrator, Adjudicator and Mediator he has experience in much wider fields. He has been an ABTA travel dispute arbitrator for many years and has written over 250 awards.

Keith Richards qualified as a barrister in 1985 and is also a CEDR Solve mediator. He has more than 25 years' experience of consumer protection, specialising in a wide range of legal areas, notably ADR, travel, transport, tourism, professional negligence, personal injury, health and safety, banking, insurance, health services, disabilities and equality rights. He has held senior consumer affairs roles at the Consumers' Association and at ABTA.

Jeffrey Rosenthal has been working in dispute resolution services since 2002 and offers arbitration, mediation, expert determination, early neutral evaluation and work as a single, joint expert and expert witness. He is also trained in online mediation. With over 40 years' accountancy experience, Jeffrey is an Arbitrator and a CEDR Solve Mediator. Jeffrey's consumer arbitration experience includes investment advice, holiday and travel disputes, mortgage advice, finance and leasing and personal insurance.

Dr Derek Ross is an Irish Chartered Civil Engineer and an experienced construction Adjudicator, Arbitrator, Mediator and Conciliator. Since becoming an FCIArb in 1992, Derek has worked as a full-time dispute resolver based in the UK. He currently accepts both UK and international appointments as an Arbitrator and in other dispute resolution roles.

David Somerset is a Chartered Surveyor with a law degree. He has been involved in Construction and Engineering projects for the last 25 years in the U.K., South Africa, Australia and Hong Kong. David has been involved for over 10 years in dispute resolution, in mediations, adjudications, arbitrations and court. In addition, he has received numerous high profile appointments as an Expert Witness.

Richard Stephens has some 30 years' experience in commercial law and disputes including technically or otherwise very complex areas. He is a Fellow of the Chartered Institute of Arbitrators, a Fellow of the Society for Computers & Law as well as a CEDR trained Mediator currently on the CEDR Solve panel and he has issued decisions in around 300 arbitrations and adjudications.

Ian Williams is a Chartered Civil Engineer, Arbitrator and Mediator. He has over 25 years' UK and international experience in design and construction of infrastructure and heavy civil engineering projects including underground structures & tunnels, metros, highways, airport infrastructure & major sports stadia. Throughout his career he has dealt with contractual and commercial issues, and dispute avoidance.

Allan Wood is a non-practising barrister, Chartered Engineer, Chartered Arbitrator and accredited Adjudicator engaged full time in the resolution of disputes. He has arbitrated and adjudicated in over 500 disputes including some 350 awards relating to holiday and travel disputes. He has also acted as expert determinator and conciliator in a number of matters and is the convenor of the NHBC panel of Arbitrators .

APPEAL ARBITRATORS

Arthur Harverd is a chartered accountant and a Chartered Arbitrator who has been appointed as arbitrator on over 700 occasions, including many travel industry review arbitrations during the past decade. He is a past Chairman of Council of the CIArb and a past Chairman of the Board of the London Court of International Arbitration. Among other appointments he is a Tribunal member of the Accountancy and Actuarial Discipline Board which covers all professional accountancy institutions in the UK & Ireland and the actuarial profession. He is on the Board of the International Dispute Resolution Centre London and is a Panel member of the UK Government Enemy Property Claims Assessment Panel. He has twice acted as a DTI Inspector and is an accredited mediator.

Lord Hacking is an active arbitrator and mediator. He was educated at Cambridge University and the Inns of Court School of Law. He is a Chartered Arbitrator and mediator. He is a frequent lecturer on arbitration and has written numerous articles on the development of the law of arbitration. As Lord Hacking, he pioneered in the House of Lords the reform of English arbitration law culminating with the English Arbitration Act 1996. He has been an ABTA Review Arbitrator since 2002.

Adrian Heale is a solicitor and Chartered Arbitrator with many years' experience in both litigation and arbitration. As a Chartered Arbitrator he has written more than 500 awards concerning holiday disputes. In addition, he has been appointed as Arbitrator in a wide range of commercial disputes, particularly concerning professional partnerships, real property, duties of public bodies, and general contractual disputes.