

1. Introduction

- 1.1 Hunt ADR is a leading provider of arbitration and mediation services, mediation training and CPD and supplies this Scheme.
- 1.2 ABTA's Arbitration 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 ABTA's Arbitration Appeals Procedure (see Rule 9 for further information). The Scheme cannot deal with disputes arising from assault (both physical and sexual) or where a crime has been committed.
- 1.3 Any claim in relation to a crime or of an alleged crime will not be considered at arbitration and as such will not be allowed. If the crime or alleged crime is part of the claim, this part will not be allowed or taken into consideration.
- 1.4 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 ("members") where an application is made against it by a customer within 18 months of completion of the return journey or the intended return date.
- 1.5 Claims may be made by or on behalf of any person named on 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 confirmation. **Only one claim may be made per booking reference.**
- 1.6 Any Arbitration under this Scheme will be governed by the provisions of the Arbitration Act 1996 (the Act) or any statutory modification or re-enactment thereof for the time being in force and the Scheme Rules. All Arbitrations will be deemed to take place in London, U.K.
- 1.7 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/sickness is made the limit on the amount claimed is £1,500.00 per person. PLEASE NOTE: the personal injury/sickness element cannot be most of the claim **unless the ABTA member agrees to this at the Pre Action stage (Stage 1).**
- 1.8 In these Rules, reference to one gender shall include all genders.

2. Applying for arbitration

- 2.1 A customer may only apply for arbitration once they have reached deadlock with the ABTA member and has followed ABTA's complaint process.
- 2.2 ABTA will issue to the customer contact details to register an application. If the application is made online, it must be accompanied by the documents the customer is relying upon. If the customer wishes to proceed to arbitration by post, the Application Form, along with accompanying evidence, must be returned to Hunt ADR.

- 2.3 Where a claim is made against an ABTA member (“member”), the member is joined in the arbitration automatically, (see Rule 1.4). The member is required to pay a separate registration fee to Hunt ADR and will be invoiced at the appropriate time. It is a breach under the ABTA Code of Conduct for a member to refuse or fail to pay its registration fee within a reasonable period after it becomes due.
- 2.4 The customer must send the Claim Documents and payment to Hunt ADR within 18 months of completion of the return journey or the intended return date. The member may but cannot be compelled to agree to the Arbitration proceeding if Hunt ADR receive the Claim Documents outside this time limit.
- 2.5 On receipt of the Claim Documents, Hunt ADR will contact the member for their Defence to Claim (see Rule 4.3.1).
- 2.6 The Arbitrator will conduct the Arbitration via Hunt ADR. Hunt ADR will copy all correspondence between any party and the Arbitrator to all other parties.

3. What to include in the claim, defence

- 3.1 The customer must ensure that all sections of the Application Form have been fully completed.
- 3.2 If the customer is unable to submit a copy of any original contract or booking form, the member shall submit a copy of that document.
- 3.3 All evidence that the customer or ABTA member wish the arbitrator to view and is relevant to the claim.
- 3.4 If any party fails to deliver anything required by the Arbitrator, the Arbitration shall proceed, as the Arbitrator considers appropriate.

4 The arbitration processes

- 4.1 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, alongside Hunt ADR, varying time limits and other procedural requirements, and to:
 - 4.1.1 allow the parties to submit further evidence such as but not limited to the original booking form, and/or amend the Claim Documents or the Defence Documents; (NB. A copy of the confirmation invoice must be supplied by both the **customer** and **member**)
 - 4.1.2 conduct enquiries and receive/consider additional evidence as he sees appropriate.
 - 4.1.3 issue Directions for any procedural or evidential matters which he considers appropriate.
 - 4.1.4 continue with the Arbitration if either party fails to comply with these Rules or with the Arbitrator’s Directions.
 - 4.1.5 end the Arbitration if both parties confirm to Hunt ADR in writing that they have agreed to settle the dispute prior to an award being made, any payment previously made or owed to Hunt ADR will not be refunded.
 - 4.1.6 end the Arbitration if they consider the case to be incapable of resolution under the Scheme. If any fees have been paid, they will be refunded.

- 4.2 The Arbitrator will consider any offers of cash settlement made (up until the completed application form and payment have been received by Hunt ADR) by either party only when considering awarding to any party reimbursement of his/its registration fee by another party under Rule 6. For avoidance of doubt, due to their conditional nature, voucher offers will not be taken into consideration by the Arbitrator.
- 4.3 The arbitration will proceed as follows:
- 4.3.1 Hunt ADR will make available (via their portal) all Claim Documents to the member who then has 28 days in which either to submit a Defence, prepared in accordance with these Rules, or to notify Hunt ADR that the claim has been settled. If no Defence or notification of settlement has been submitted after 21 days, Hunt ADR will issue a reminder to the ABTA member. No further reminders will be sent. Hunt ADR (or the arbitrator if appointed at that time), may grant to the member an extension of 14 days for the submission of the said documents upon application.
- 4.3.2 Should the member not submit a Defence; the onus is still on the customer to prove their claim. The fact there is no Defence does not mean the customer will automatically win their claim.
- 4.3.3 The member may not make a counterclaim against the customer.
- 4.3.4 On receipt of the member's Defence Documents (if any), Hunt ADR will acknowledge receipt and advise the customer, who shall submit a Reply to Defence, in accordance with 4.3.4.1 and 4.3.4.2, within 7 days. Such Reply to Defence must be restricted to points arising from the member's Defence and shall not include any new claim, assertion, or evidence.
- In the Reply to the Defence (Comments), the customer **must state**.
- 4.3.4.1 which matters in the Defence Documents they now accept and agree with.
- 4.3.4.2 which **matters, that remain disputed, and the reasons why**.
- 4.3.5 Hunt ADR will advise the member that they have received a Reply to Defence, who may within 14 days, highlight any added content, evidence or claim contained within it. The member may not introduce any new matters or new evidence or points of Defence or comment by way of Defence on the Reply to Defence.
- 4.3.6 Any comments made via the "Messaging" section of Hunt ADR's portal is only for general administration queries. This also applies to contacting Hunt ADR's administration team and asking them to pass on any comments to the arbitrator. Both parties must only use the official means of dealing with the arbitration and should any other attempt be made they comments will not be taken into consideration.
- 4.3.7 Before an arbitrator has been appointed, Hunt ADR may in exceptional circumstances, and at its sole discretion, grant either party an extension of time for submitting the Reply to Defence or the Defence on the Reply to Defence.
- 4.3.8 On receipt of the member's final observations, Hunt ADR will appoint an Arbitrator. The Arbitrator will consider all documentation and other evidence and may, via Hunt ADR, ask for further information from the parties.
- 4.4 The default method of all communications shall be online and where possible all documents should be transmitted on-line.

- 4.5 The dates where the Defence (4.3.1), Reply to the Defence (4.3.4) and the Defence on the Reply to Defence (4.3.5) are strictly adhered to. However, where a Bank Holiday arises during the process the following extensions apply:

Easter Bank Holiday – extended by 7 days.
 May Bank Holidays – extended by 3 days.
 August Bank Holiday – extended by 3 days.
 Christmas and New Year – extended by 10 days (In total).

The only exception to the above is where either party request an extension of time and have it agreed and acknowledged by Hunt ADR. Hunt ADR will agree with either party the length of the extension. No further extension will be granted.

5 The award and making payment

- 5.1 Once the Arbitrator has been appointed and where they have not requested any further information (from either party) they shall have 28 days in which to issue an award. Hunt ADR will then 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.
- 5.2 The arbitrator cannot, award more than is claimed on the application form.
- 5.3 Unless otherwise directed by the Arbitrator, all parties shall comply with the Award within 21 days after the Award is sent to the parties.
- 5.4 Any party may request their original documents to be returned, but must do so in writing, within 28 days of the date of the Award being sent. If no such request is made within 28 days, Hunt ADR will destroy them. Hunt ADR will charge a flat fee of £6 for the return of documents by Recorded Delivery which must be paid before documents are returned. If a party wishes to have items returned which may cost more, then Hunt ADR will notify the parties of any additional charges. In addition, Hunt ADR will assume, unless told otherwise by a party, that the return of documents and materials including Flash Drives containing photographs, videos and other recordings will be returned as they were received, and Hunt ADR will not wipe content from devices before returning.

6 Costs incurred in the arbitration

- 6.1 The registration fees payable by the parties, set out on the Application Form, include Hunt ADR's administration fee and the Arbitrator's fee.
- 6.2 The Arbitrator shall award that the unsuccessful party pay the registration fee of the successful party, limited in the customer's case to the equivalent registration fee they have paid. Any award made by the Arbitrator, which directs another sum or sums to be paid by either party, is distinct from any reimbursement of the registration fee.
- 6.3 Where a sum awarded to the customer is the same or lower than a cash offer previously made by the member (irrespective of the amount claimed) the customer shall be treated as an unsuccessful party for the purpose of Rule 6.2.
- 6.4 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.

6.5 Provisions within section 6 of these Rules shall not apply to any appeal to the court.

7 Confidentiality

- 7.1 Both the customer and the member undertake not, at any time, to disclose to any person any details of the Arbitration, unless it is to enforce the Award.
- 7.2 ABTA Ltd and/or Hunt ADR may analyse Arbitration Awards to monitor the effectiveness of the Scheme and produce and/or publish findings.
- 7.3 Personal information will only be published for the purpose of upholding the Award or at the direction of a Court Order or any governmental or regulatory authority.

8 Other rules

- 8.1 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.
- 8.2 Hunt ADR would appoint a new Arbitrator if the Arbitrator originally appointed is unable to deal with the dispute. Hunt ADR will inform the parties if such an appointment is made.
- 8.3 With the exception of amending the Award following any minor error/omission, which he has power to correct by law, neither Hunt ADR nor the Arbitrator will enter into correspondence or dialogue relating to the Award and will not consider whether a member has acted in accordance, or not, with the ABTA Code of Conduct in relation to its complaint handling procedures.
- 8.4 In the event that the Arbitrator has made a minor error/omission which he has power to correct by law, the minor error/omission will be corrected. This can be done at the Arbitrator's own initiative, or on request of either party, at no cost, providing the request is made within 21 days of the Award being sent to the parties. The timescale of 21 days to comply with the Award will run from the date that the amended Award is sent to the parties.
- 8.5 The Arbitrator shall not be liable to any party for any act or omission in connection with any Arbitration conducted under these Rules, except for any wrongdoing on his or her own part arising from bad faith. Hunt ADR separately can only be held liable for acts of bad faith.

9 Arbitration appeal

- 9.1 Should either party wish to Appeal the Award, they may write to Hunt ADR applying for the Award to be appealed to an independent Arbitrator under the ABTA Arbitration Appeals Procedure ("the Procedure"), a copy of which is provided below.
- 9.2 Application for appeal under the Procedure must be made to Hunt ADR within 28 days of the date on which Hunt ADR sent the Award to the parties. **NB. Hunt ADR has no authority to extend this deadline.**
- 9.3 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 28 days of the receipt of the Appeal Award.

10 ABTA's Arbitration Appeal procedure

- 10.1 ABTA's Arbitration Appeals Procedure ("the Appeals Procedure") is provided to customers and members who wish to appeal an award made under the ABTA Arbitration Scheme ("the Scheme").
- 10.2 Hunt ADR administers the Appeal Procedure. The rules relating to the conduct of the Appeal Procedure are those applied to the Scheme except where they differ from these rules.
- 10.3 The party(ies) appealing ("the Appellant(s)") must do so within 28 days of issue of the award attaching:
 - 10.3.1 Copy of the original Award.
 - 10.3.2 Clear reasons why the original Award was wrong and should not have been made based on the documents presented by the parties.
 - 10.3.3 The Appeal Procedure fee £350.00 plus VAT made payable to Hunt ADR.
- 10.4 Failure to note specific reasons for requesting an appeal will result in the appeal being refused and the fee being forfeited.
- 10.5 Hunt ADR will acknowledge receipt of the application for the Appeal Procedure and will notify the other Party or Parties (the "Respondent") that an appeal has been made, sending a copy of the appeal to the Respondent. The Respondent party then has 28 days to send Hunt ADR a written response if they so wish.
- 10.6 Each party will bear its own costs (including any legal costs).
- 10.7 Hunt ADR will send a copy of the Respondent's comments to all parties. Further representations shall only be allowed at the discretion of the Appeal Procedure Arbitrator. Hunt ADR will appoint an Arbitrator from its Appeal Procedure panel, notify all parties, and send all documents submitted to the original Arbitrator to the Appeal Procedure Arbitrator, including the Award. The Appeal Procedure Arbitrator will consider no new evidence or documentation.
- 10.8 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 were made under the original arbitration and at their discretion, direct the reimbursement by one or more parties of any registration fee paid under the original arbitration.
- 10.9 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, the party considering making the Appeal may wish to seek legal advice.
- 10.10 The Appellant's fee may be refunded in whole or in part depending on the outcome of the appeal, in accordance with the following:
 - 10.10.1 Where the Appeals Procedure Arbitrator finds that the original award should be replaced in full a full refund of the appeal fee will be made.
 - 10.10.2 Where the Appeals Procedure Arbitrator amends an award in favour of the Appellant by a minimum of 50% (e.g. they reduce an award by 50% or they increase it by 50%) – a refund of 50% of the appeal fee will be made.

10.10.3 Where the Appeals Procedure Arbitrator dismisses the appeal, there will be no refund of the appeal fee.

There are comprehensive and regularly updated notes and frequently asked questions on the Hunt ADR website. Please ensure you read them prior to applying for Arbitration.