



These standards are aimed at supporting the provision of a quality and timely statutory arbitration service, and to facilitate the exercise of the Pubs Code Adjudicator's (PCA's) statutory powers and duties in order to take effective action as regulator. Adherence to these standards is intended to support the PCA in the appropriate exercise of her powers of appointment of an arbitrator. These standards are not intended to otherwise affect either the Pubs Code legal framework or the powers of the court.

On accepting the PCA's appointment, the arbitrator agrees to the following standards and to attend any Pubs Code training as the PCA may reasonably require.

## 1. Case Progression and Timescales

The conduct of the arbitration is a matter for the appointed arbitrator and will depend on the circumstances including the complexity of the issues and the approach of the parties.

The arbitrator will:

- 1.1. Contact the parties within **five working days** of appointment to confirm the arbitrator's terms and conditions. The arbitrator must also seek to establish if there is a 2<sup>nd</sup> respondent to be added within the group company of the pub-owning business. This is to ensure that the regulated entity is included regardless of legal arrangements in a group undertaking.
- 1.2. Contact the parties regarding appropriate case management within **ten working days** of confirming terms and conditions in line with 1.1 and hold any case management conference as soon as reasonably practicable.
- 1.3. Where with party consent, the arbitrator orders a stay of proceedings at the outset, the timescale in 1.2 will start from the expiry of the period of the stay.
- 1.4. Update CI Arb (on behalf of the PCA) as soon as any stay of proceedings has been granted in the case. This will include a **start** and **end date** for the period of stay and be reported using dates rather than a period of weeks (for example, 30/05/2022 – 30/06/2022 rather than a stay of four weeks).

There are no standard directions that are specific to Pubs Code arbitrations. The duration of proceedings will depend on the particular circumstances, but in most cases that are to be determined on the documents (and not involving expert evidence or the determination of preliminary issues) the following timescales, excluding any period of stay, would be consistent with timely dispute resolution.

These timescales would ensure the issue of a substantive award on the disputed issues within **six months** and case closure within **a month** thereafter:

- ↓ Exchange of party statements of case (including any replies) within **three months**
- ↓ Remainder of case management steps by parties (e.g. provision of documents and witness statements) within **one month thereafter**
- ↓ Issue of award within **two months thereafter**
- ↓ Party costs submissions, costs award and case closure within **one month thereafter**

## 2. PCA Information Powers

Recognising that the PCA is provided with a power under section 52 of the Small Business, Enterprise and Employment Act 2015 and regulation 61 of the Pubs Code in the performance of her regulatory functions, the arbitrator will promptly notify the PCA of any:

- 2.1. Capacity or availability issues which may materially affect the progression of the case.
- 2.2. Failure by a party to pay the arbitrator's fees on time.

- 2.3. Challenge to the arbitrator's appointment or conflict of interest that arises during the arbitration.
- 2.4. Application for correction of an award or for an additional award under s57 of the Arbitration Act 1996.

The arbitrator will communicate with the CIArb (on behalf of the PCA) electronically and:

- 2.5. Provide information requested and updates (monthly and as reasonably required) as to the status of the arbitration, including periods for which the proceedings have been stayed (with a start and end date as set out in section 1.4 above). Where proceedings have **not** been stayed, this should be confirmed at the time updates are provided.
- 2.6. Send electronic copies of directions, pleadings, orders, and awards (including corrected or additional awards) to CIArb (on behalf of the PCA) at the time the documents are issued/received (this should not wait until closure of the case).
- 2.7. Provide a fully completed and accurate Closure Form to CIArb (on behalf of the PCA) at the time of termination of the proceedings.

### 3. Communication with Parties

The arbitrator will:

- 3.1. Correspond with the parties electronically (unless otherwise agreed with the parties).
- 3.2. Be able to conduct hearings remotely where reasonably required.
- 3.3. Ensure all written correspondence and documentation is in an accessible font type and size. Awards should be produced using a simple non-decorative font type with a minimum 11 point font size.
- 3.4. Keep personal data and the parties' commercially sensitive information confidential, and not distribute or process it more widely than is required to comply with the arbitrator's role. Personal data of the parties should be processed in line with relevant data protection legislation.
- 3.5. Not do anything to prevent or restrict the PCA from seeking to publish the arbitrator's award (this will not affect any right of the arbitrator to refuse consent to publication of their personal data).

### 4. Orders and Awards

The arbitrator will ensure at the termination of the proceedings that the point at which the parties sit in any statutory process is clear, and if that process is ongoing, will make provision as appropriate within an order or award for the next relevant step, for example:

- 4.1. For MRO events before 1 April 2022, where the dispute relates to the compliance of a Market Rent Only (MRO) full response and the arbitrator has ordered a revised response under regulation 33 of the Pubs Code, make appropriate provision in the award for the period in which the parties may refer any dispute about the compliance of that response to the PCA for arbitration.
- 4.2. Where the parties reach a settlement on MRO terms but wish to refer the MRO rent to an independent assessor (IA), make clear where the parties are in the statutory timetable so there is appropriate provision for a referral to the IA, as required.

### 5. Fees and Costs

- 5.1. The arbitrator's hourly rate should reflect their experience and the complexity of the case.

The arbitrator will:

- 5.2. Make appropriate provision for costs in the case in accordance with the Pubs Code statutory framework, usually in a separate order or award from any substantive award.