

## Proposed FeRFA Code Of Practice For Dispute Resolution

### **FeRFA**

*FeRFA, the Resin Flooring Association represents resin flooring product manufacturers, specialist contractors and allied trades. Established in 1969, FeRFA now represents over 100 UK based companies. The Association has established Codes of Practice for full members. It takes an active role in promoting resin flooring and in developing both national and international standards.*

### What is FeRFA?

FeRFA is a UK-based association representing resin flooring product manufacturers, specialist contractors and allied trades working toward common goals for the success of the industry. These include the continual improvement of installation standards through training programmes, implementation of sustainability programmes to benefit the environment and the drive for quality through shared information, all aimed at the assurance of customer satisfaction. To assist its members FeRFA also provides technical and commercial guidance which can be found on the Associations website.

### The purpose of this document

The purpose of this document is to provide guidance to help resolve disputes between the parties if they arise. The vast majority of challenges in the construction industry are managed by the parties involved. FeRFA encourages co-operative resolution of disputes between the parties without the need for the following process, however, when such resolution cannot be achieved this **voluntary** code of practice is intended to provide a means by which resolution might be reached without undue conflict or undue expense for any of the parties involved. It has no legal authority over the parties involved and success may only be achieved by the goodwill and co-operation of all parties involved.

### Managing expectations

Whilst the vast majority of resin floor installations provide customer satisfaction and the transaction takes place without incident, a number of factors can affect or influence the completion of an installation. These factors may include incomplete communication of expectations between the parties, under-performance of the materials, additional work being required and un-planned conditions encountered on-site which detract from the expected quality of finish. This can potentially be avoided by full disclosure between parties, the correct site conditions and correct planning. Supportive information may be found in FeRFA's published guidance notes.

### The proposed structure

The parties to the dispute can agree to participate in a process of impartial review by an experienced consultant operating within the resin flooring industry. Whilst it should not be assumed that FeRFA will endorse the opinions expressed by these consultants, the independent consultant provides the parties with the appropriate guidance based on his/her relevant experience. He/she agrees to provide details of this experience to the parties, and to disclose any interests which may affect his/her impartiality on the matter. His/her role is to bring the parties together in respect of the

technical issues of the dispute, rather than to act as judge or to apportion blame. He/she is there to facilitate the mutual resolution of the dispute without compromising the ability of any party to the dispute to be represented.

#### The first stage of Expert Review

The consultant inspects the installation and is given access to any relevant information which will allow him to form an opinion by the relevant party. Such information will include relevant technical product documentation and records from the installing contractor and main contractor. At this point the consultant will not convey his/her opinion to the parties and will not issue a formal written document.

#### The second stage of expert review

The consultant will consult with the parties to the dispute and discuss any issues that have arisen from his inspection, without prejudice to the legal position of any party. The consultant to act in an impartial manner, whilst providing unbiased guidance to the parties if required. The purpose of the meeting, where possible, is to reach a resolution which can be supported by all parties without the need for further escalation.

The parties to the dispute agree at the outset to accept an equal portion of the consultants' fees, when such a resolution can be reached

#### Failure to reconcile through arbitration & apportionment of fees

If a resolution is not reached during expert review, there are two options depending on which party introduced the independent consultant:

- 1) If the consultant was introduced at the request of all parties, each agrees to accept an equal portion of the consultant's fees and will be invoiced separately.
- 2) the first party who sought the involvement of the consultant continues to retain the services of the consultant to represent their interests in furtherance of their claim. Then, unless otherwise agreed by the parties, all fees are paid by the retaining party.

A written report may be submitted at this time and may make reference to the dispute resolution process.

**Disclaimer:** *Please note that this guidance is voluntary and does not affect the parties legal right to pursue any other form of informal or formal dispute resolution method, such as legal court proceedings.*