

**IN THE MATTER OF AN ARBITRATION
AND IN THE MATTER OF THE COMMERCIAL RENT (CORONAVIRUS) ACT 2022**

Case No. DAS-01347-J9C5Y

BETWEEN:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Applicant

And

(1) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX LIMITED

(2) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX LIMITED

Respondents

Final Award

Introduction

1. The Applicant in this reference, xxxxxxxxxxxx Limited, is the tenant at premises known and situate at xxxxxxxxxxxxxxxxxxxxxxxx, Wiltshire (hereinafter referred to as the premises).
2. The Respondents xxxxxxxxxxxxxxxx and xxxxxxxxxxxxxxxxxxxxxxxx are the Landlords of the said premises in question.
3. The Applicant lodged an application pursuant to the provisions of the Commercial Rent (Coronavirus) Act 2022 (the “2022 Act”) with the Chartered Institute of Arbitrators (CIArb) pursuant to Section 10.4 of the 2022 Act on or around 09 August 2022. The application is with regards to a dispute between the Applicant and the Landlords of the premises in respect of Rent, Service Charges, VAT and interest arising from the Applicant’s occupation of the premises in the period April 2020-April 2021.
4. The Applicant in essence seeks relief from payment of a protected debt in relation to the premises pursuant to the 2022 Act.
5. By letter of 02 September 2022, CIArb notified the parties of the pending application and the intention to appoint an Arbitrator.

6. By letter of 07 October 2022 the parties were informed that an Arbitrator had been appointed and I accepted my appointment on 5 October 2022.
7. The Respondents have raised a preliminary issue concerning the Arbitrator's jurisdiction which is formulated as follows. Whether in the circumstances of this reference the Arbitrator is empowered to grant relief from payment as sought or is bound to issue an award dismissing the application pursuant to Section 13(2) of the 2022 Act.
8. This Final Award solely concerns the preliminary issue as raised by the Respondents with respect to the Arbitrator's jurisdiction.

Factual Background

9. The Applicant was incorporated on 11 November 2014 and is said to operate 5 children's indoor play centres from sites at xxxxxxxx, xxxxxxxx, xxxxxxxx, xxxx and xxxxxxxx.
10. By a lease agreement dated 7 January 2020, (the "Lease") and entered into by the Applicant as Tenant and the Respondents as Landlords, the Landlords let the premises to the Applicant for a three year term commencing on 23 November 2019 and terminating on 22 November 2022.
11. The annual rent payable for the lease was stated to be for the sum of £12,500 per annum until 22 November 2022 and thereafter for the sum of £25,000 per annum for the remainder of the term.
12. The Applicant by virtue of Clause 3 of the lease agreed to pay further sums in respect of Service charge, insurance, and VAT.

13. The Applicant took possession of the said premises on 23 November 2019 and commenced operation of a children's indoor play centre thereat.
14. It is said that on 23 March 2020, the Applicant was forced to close the premises as a result of the Coronavirus epidemic within England and the operation of the Coronavirus related regulations, namely the Health Protection (Coronavirus, Business Closure) (England) Regulations 2020).
15. In effect, the Applicant was prevented from operating from the premises as from 23 March 2020 to 16 September 2020, the whole of November 2020 and from 20 December 2020 until 19 July 2021 altogether 12 months and 23 days.
16. As a result, it is said that the Applicant was unable to operate its business as a children's indoor play centre and therefore was unable to meet its obligations under the Lease.
17. Thereafter, it is stated that the Respondents issued court proceedings in the County Court Business Centre against the Applicant on 15 April 2021 to recover unpaid rent and other charges in the sum of £78,788.75 being the amount due for the period between April 2020 and April 2021.
18. The Applicant filed a defence to the Respondents' claims dated 25 May 2021 denying the Landlord's right to receive the sums claimed. The Respondents in turn filed a Reply to the Defence dated 28 June 2021.
19. On 28 February 2022, the Respondents made an offer to settle the claim pursuant to Part 36 of the Civil Procedure Rules (CPR) in the sum of £65,090.16. The Applicant it is said, accepted the offer by filing in Court a Notice of Acceptance dated 03 March 2022.

20. The Applicant states that due to the damage suffered by the business during the period of the shutdown the Applicant was unable to pay the debt and accordingly an order was made by the Court on 28 April 2022 for the Applicant to pay to the Respondents the sum of £65,090.16 within 14 days of the date of the Order and costs of the proceedings in the sum of £13,940.00 as assessed summarily.
21. On 20 May 2022, the Applicant gave notice to the Respondents of its intention to refer this matter to arbitration pursuant to Section 10 (a) of the 2022 Act. The Respondents by letter of 6 June 2022 stated that by reason of paragraph 3 of Schedule 2 of the 2022 Act, the debt could not be referred to Arbitration as the proceedings upon which the debt was based was issued prior to 10 November 2021.
22. The Applicant made a reference to arbitration subsequently on 01 August 2022.

Procedural Matters

23. Upon accepting the appointment as arbitrator, the arbitrator by exchange of emails with those representing the Parties on diverse dates between 15 October 2022 and 02 November 2022 sought to convene a preliminary meeting to be held on 03 November 2022.
24. The date for the proposed Preliminary Meeting was eventually vacated and directions for the consideration of the Respondents' Preliminary objection to the Arbitrator's jurisdiction to determine the Applicant's application for relief was issued by the arbitrator in the following terms.
25. The Respondents do file and serve its written submissions by 5 pm on 9 November 2022 and the Applicant in turn do file their written submissions by 5 pm on 16 November 2022.

26. That the Respondents were at liberty to file a response by 5 pm on 23 November 2022 and thereafter for the Arbitrator to deliver the written determination with reasons by 5 pm on 7 December 2022.

27. In the event the Respondents filed its written submissions on 9 November 2022 and the Applicant filed its Response on 16 November 2022. The Respondents did not find any necessity to file a response by 23 November 2022.

The Respondents' Written Submissions

28. The Respondents have formulated its jurisdictional challenge in the following terms:

- (i) The Arbitrator is required to make an award dismissing the reference pursuant to s.13(2) of the 2002 Act or in the alternative;
- (ii) The Arbitrator has no jurisdiction to grant relief from payment in respect of a judgment debt where the proceedings which gave rise to the judgment debt were commenced before 10 November 2021.

29. With respect to the first limb of the jurisdictional challenge, the first submission the Respondents advance in support of its objection to the Arbitrator's jurisdiction can be fairly summarised as follows. With reference to Section 1(1) of the 2022 Act, the 2022 Act recognises that the issue of relief from payment of protected rent debt due under a business tenancy may be resolved by arbitration where **not resolved by agreement**. As it is put, if the issue is resolved by agreement between the parties, then no arbitration is required and the issue is not eligible for arbitration.

30. That submission is further predicated on the wording of Section 1(3) of the 2022 Act by which the Respondents further contend that it is open to the Parties to resolve the issue of whether relief from payment of a protected rent debt should be given by agreement. And that agreement can take place at anytime.

31. The second submission as advanced by the Respondents is premised on Section 13(2)(a) by which the Respondents contend that if the Arbitrator determines that the Parties resolved the matter of relief from payment of a protected rent debt before the reference to arbitration was made, then the Arbitrator is obliged to issue an award dismissing the reference. The Respondents further state in support that Paragraphs 4.41, 4.42 and 5.2.1 of the Guidance issued to Arbitrators and Arbitration bodies on the exercise of their functions in the 2022 Act echo this submission.
32. With particular reference to the Applicant's acceptance of the Respondents' Part 36 Offer in the County Court proceedings on 03 March 2022, the Respondents assert that this is an agreement **par excellence** and the Parties clearly understood it to be an agreement which compromised the claim made by the Respondents against the Applicant.
33. The Respondents submit further that it was an agreement on the issue of relief from payment of a protected rent debt; as the Respondents' claim was for protected rent debt which pursuant to section 2 of the 2022 Act included Principal Rent, Service Charge the Cost of insurance and interest all totalling £78,788.75. The Respondents it is said, offered to settle its claim in the sum of £65,090.16 and the Applicant accepted that offer and the Parties thereby agreed the issue of relief from payment of the protected rent debt.
34. Furthermore, the Respondents refer to Paragraph 29 of the Applicant's Amended submissions in support of their application, dated 11 August 2002, to contend that the Applicant accepts that the Applicant did in fact accept the Respondents' offer to settle its County Court claim. This is because, as it is put, the Applicant seeks relief from payment of a protected rent debt by reference to the agreed sum of £65,090.16 and not the claimed amount of £78,788.75.
35. With respect to the second limb of the challenge which it is said is advanced in the alternative, the Respondents refer to the combined effect of reading: (1) Section 23

(2) of the 2022 Act, (2) Paragraph 3 of Schedule 2 to the 2022 Act; and Paragraph 4.34 of the Guidance issued to Arbitrators and Arbitration bodies. The Respondents contend that the resultant effect is that the Arbitrator has no jurisdiction to make a determination in relation to the protected rent debt covered by the Court order of 28 April 2022.

36. The Respondents in this regard refers in particular to Paragraph 3(5)(a) which empowers the Arbitrator to determine by arbitration whether relief should be granted from payment of a judgment debt relating to protected rent debt or interest on that debt. And to Paragraph 3(1) which provides that the paragraph applies to proceedings on a debt claim which is made on or after 10 November 2021 but before (24 March 2022).

37. The Respondents then observe that the proceedings were issued on 15 April 2021 by the Respondents in the County Court and are therefore, these are not proceedings on a debt claim made on or after 10 November 2021 but before (24 March 2022) when the 2022 Act was passed, as stipulated in Paragraph 3(1). Therefore, Paragraph 3 of schedule 2 to the 2022 Act does not apply to them and accordingly the Arbitrator has no jurisdiction to interfere with the 28 April 2022 Order made by the County Court.

The Applicant's Written Submissions

38. The Applicant in its written submissions asserts that the Respondents are wrong on both limbs of its jurisdictional challenge. With particular reference as to whether there is an agreement in existence or not, the Applicant asserts at paragraph 7 of those written submissions as follows:

“The Applicant asserts that there has not been any agreement on the issues.”

39. With reference to the Respondents' first limb of the objection the Applicant refers to Section 1 (1) of the 2022 Act and states that there has not been any agreement on the issues.

40. As it is put, this is because the Applicant filed a defence to the Respondents' claim in the County Court to recover £78,788.75 being sums in respect of unpaid rent, service charge, insurance and VAT. The Applicant's statement of defence, it is said, denied the sums claimed were due, on a proper construction of the terms of the lease at paragraph 7 of the statement of defence.
41. The Applicant states further that by 28 February 2022 the Respondents made an offer to settle the proceedings by serving an offer to settle which was made pursuant to Part 36 of the CPR. And by this time, as it is put, the uncertainty which had previously existed and which surrounded the payment of rent and other sums due under the terms of the lease during the pandemic, was to some extent being clarified by the Courts and the decisions on those issues tended to go in favor of the landlords and not the tenants.
42. In the circumstances, the Applicant took a commercial view that the better course was to compromise the ongoing proceedings as the merits of continuing with the ongoing claim had become uncertain. Against this background the Applicant served a notice of acceptance of the Respondents' offer on 3rd March 2022.
43. The Applicant therefore submits as follows: a) that the acceptance of a Part 36 offer made within the context of ongoing legal proceedings does not constitute an agreement for the purposes of the 2022 Act; b) Also that legal proceedings are compromised for any number of reasons and service of a notice of acceptance is a statutory mechanism for compromising legal proceeding and accepting a liability to pay the sums in question, it is not evidence that the parties have reached agreement to pay those sums as required by the 2022 Act; and c) There is no defined term for agreement within the 2022 Act itself therefore, the acceptance of liability to pay sums falling within the definition of protected rent as a consequence of compromising legal proceedings which would likely have been lost does not engage the definition of agreement in the 2022 Act.

44. With regards to the second limb of the Respondents' jurisdictional challenge, to the effect that the Arbitrator has no jurisdiction to grant relief in respect of the judgment debt, the Applicant submits that the Respondents are equally incorrect in this regard.
45. The Applicant contends that Section 23 of the 2022 Act, falls within Part 3 of the Act entitled "**Moratorium on certain remedies and insolvency arrangements**" and the intention behind Part 3 is to impose temporary restrictions upon the Landlord's ability to take enforcement action against the tenant during the moratorium period and to allow the Arbitrator to reach a decision on a matter where a judgment has already been obtained on certain debt claims as identified in Schedule 2, Clause 3 (1).
46. It is also the Applicant's submission that nowhere within Part 3 or schedule 2 of the Act does it say that the Arbitrator cannot deal with any matter relating to a protected rent debt where a judgment has previously been obtained. Therefore, the Respondents are wrong to suggest that the Arbitrator is restricted from considering any matter where a judgment has been given in respect of issues which are categorised under the 2022 Act as being "protected rent debts".
47. Finally, the Applicant argues that the consequence of there being a judgment in place which falls outside of the period stipulated in Schedules 2 Clause 3(1) is simply that the Landlord can proceed to enforce any judgment that it has obtained because the Moratorium does not bite on that debt.

Discussion & Findings

48. As recounted above, the Respondents have lodged a two-pronged objection to the Arbitrator's jurisdiction to consider whether relief from payment of rent should be granted to the Applicant. To properly analyse the essence of the objection, it is pertinent to review the legal framework upon which the objection is predicated. The legal framework underpinning the first limb of the objection is based on Sections (1), and Section 13 (2) of the Commercial Rent (Coronavirus) Act 2022 and Paragraphs 4.41, 4.42 and 5.2.1 of the Guidance issued to Arbitrators and approved Arbitration

Bodies. As regards the second limb of the Respondents' objection, reliance is placed on Section 23(1) and (2) of the 2022 Act, Paragraph 3 of Schedule 2 to the 2022 Act and Paragraph 4.34 of the aforementioned Guidance.

49. In the first instance, it is instructive to observe that Section 13 (2)(a) of the 2022 Act provides as follows:

“If the arbitrator determines that-

The parties have by agreement resolved the matter of relief from payment of a protected rent debt before the reference was made,

The arbitrator must make an award dismissing the reference.”

50. In addition, Section (1) (1) specifically provides as follows:

“This Act enables the matter of relief from payment of protected rent debts due from the tenant to the landlord under a business tenancy to be resolved by arbitration (if not resolved by agreement).”

While Section 1(3) further provides thus:

“Nothing in this Act is to be taken as –

a) affecting the capacity of the parties to a business tenancy to resolve by agreement at any time , the matter of relief from payment of a protected rent debt (or any other matter relating to the tenancy), or

b) preventing an agreement resolving the matter of relief from payment of a protected rent debt from having effect or being enforced.”

51. For further clarity, the following paragraphs of the aforementioned Guidance issued by the Department for Business, Energy & Industrial Strategy helpfully provide as follows at Paragraph 4.41:

“The Act does not affect the capacity of the parties to reach agreement as to the matter of relief from payment of a protected rent debt nor does it prevent agreements from having effect or being enforced.”

52. While at Paragraph 4.42 the explanation is framed clearly in this manner:

“If the parties have already reached an agreement on the matter of relief from payment of the protected rent before the reference is made to an arbitrator is, the Arbitrator must make an award dismissing the reference (see section 5 of this guidance below for further details).

To avoid unnecessary references to arbitration, the Code of Practice recommends the parties confirm any agreement reached, formally and in writing. The Act does not detail formalities for an agreement as usual principles apply. If there is disagreement as to whether an agreement has been reached and one party makes a reference to arbitration the arbitrator will assess whether there is an agreement applying the usual tests for binding agreements.”

53. Most lucidly, Paragraph 5.2.1. further reiterates the Arbitrator’s obligation to dismiss the reference if the requisite circumstances permit in the following manner:

“An arbitrator must make an award dismissing the reference if:

5.2.1 The Parties have reached an agreement to resolve the matter of relief before the reference to arbitration was made (see paragraph 4.41 and 4.42).”

54. Upon a careful reading of the provisions above, the Tribunal has come to the irresistible conclusion that the first matter to resolve in order as to effectively consider the Respondents’ objection against the Applicant’s response is to determine whether or not in the circumstances of this reference it can be concluded that there is an agreement pertaining to protected rent debt in existence between the Parties.

55. The Respondents have placed substantial reliance on the order of court dated 28 April 2022 issued by xxxxxxxxxxxxxxxx as reflecting the agreement reached by the Parties. That order is included in the Respondents’ bundle of documents at Tab 7. The Tribunal has found it equally necessary to carefully consider the contents of the Court Order and to that extent found it helpful to reproduce the operative parts as follows:

***“UPON reading the Application of the Claimant dated 25th April 2022
AND UPON the filing of the Defendant’s Notice of Acceptance of the Claimant’s
Part 36 Offer dated 28 February 2022.***

IT IS HEREBY ORDERED THAT

“ 1. The Defendant shall pay the agreed offer amount being £65,090.16 within 14 days of the date of this Order.

2. The Defendant shall pay the Claimant’s costs summarily assessed in the amount of £13,940.00 within 14 days of this Order.”

56. The Tribunal has cautiously considered the undisputed fact that the Respondents’ initial claim for arrears of rent in the County Court was for the sum of £78,788.75 for the period from April 2020 to April 2021 which said sum included amounts for sundry items such as Service charge, insurance etc. See paragraph 8 of the Applicant’s written submissions. In this said paragraph 8 of the Applicant’s written submissions, the Applicant unequivocally admits that the sums were protected rent debts within the meaning of the 2022 Act. Nothing of significance turns on the limb of the Order summarily assessing costs in the sum of £13,940.00 and directing payment within 14 days of the date of the Order.

57. The Tribunal therefore finds that for the Applicant to have been ordered to pay the sum of £65,090.16, the Court was satisfied that the Applicant, based on the acceptance notice, filed by the Applicant had agreed to pay to the Respondents, a lesser sum than the amount originally claimed in the Respondents’ claim form.

58. The Tribunal is equally satisfied that the Order so reviewed was based on an agreement between the Parties. The Respondents had made a Part 36 offer under the Civil Procedure Rules (CPR) rules 1998 which the Applicant accepted. The Applicant’s acceptance is conveyed and contained in its Notice of Acceptance dated 3 March 2022 which is at Tab 6 of the Respondents’ bundle of documents and was made under Rule 36.11 of the Civil Procedure Rules (CPR) 1998.

59. The Tribunal has had cause to carefully scrutinise the said Notice of Acceptance in issue which is referred to at Paragraph 19 of the Respondents’ written submissions and Paragraph 12 of the Applicant’s written submissions and observes that the Notice

of Acceptance was signed and endorsed by those representing the Applicant on 3 March 2022. Most significantly, the Applicant has not in any shape or form disavowed the Notice of Acceptance or challenged its authenticity in any of its submissions to date.

60. The Applicant has sought to proffer various reasons for accepting the Part 36 Offer made by the Respondents in order as to persuade the Tribunal that there is no agreement in existence within the meaning of the 2022 Act. The Applicant's major contention is to the effect that the acceptance of a Part 36 offer within the context of ongoing legal proceedings does not constitute an agreement for the purposes of the 2022 Act. In addition, the Applicant submits that a commercial view was taken by the Applicant to compromise the proceedings as a better course of action since the merits of continuing with the ongoing claim had become uncertain.

61. Therefore, the Tribunal has painstakingly considered the Applicant's major submissions amongst others, against the factual background in this reference, the express provisions of the 2022 Act and the issued Guidance to Arbitrators. The Tribunal has also considered the Applicant's submissions against those of the Respondents, and finds that considered in the round, the Respondents' submissions are more convincing and persuasive. Thus, no matter how the Applicant formulates its response to the Respondent's objection, this Tribunal is unable to disregard the existence of an agreement between the Parties as reflected in the Court Order of 28 April 2022.

62. Apart from the inherent contradiction in the Applicant's submission and without seeming to oversimplify the issue; in the Tribunal's considered view, where an offer is made and it is followed by a written acceptance, as is the case, in this reference, (whether within ongoing proceedings or not) there is undoubtedly an agreement in existence. Put differently, the legal strategies of any litigant to compromise ongoing

proceedings cannot in the Tribunal 's considered view vitiate the existence of an agreement backed by a documented acceptance.

63. In the circumstances, and for the avoidance of doubt, the Tribunal finds without further hesitation that there is/was, as between the parties, an agreement in existence as reflected in the Court Order of 28 April 2022. Therefore, the Tribunal finds that Section 13 of the 2022 Act is engaged. To that extent, the Tribunal is obligated to dismiss this reference as expressly stipulated in that section of the 2022 Act.

64. With regards to the second limb of the Respondents' objection the relevant legal provisions relied upon are as follows. First is Section 23 (1) of the 2022 Act which can be found under Part 3 of the 2022 Act and is titled "**Temporary moratorium on enforcement of protected rent debts**" and which also stipulates as follows:

"Schedule 2 contains-

.....

b) ***retrospective provision in relation to certain debt claims made by such a landlord before the start of the moratorium period for the protected rent debt,"***

65. As far as is relevant to this objection, the second legal provision is Section 23 (2) of the 2022 Act where the moratorium is defined as commencing on the date upon which the 2022 Act was passed and ending upon making the determination by the Arbitrator or, where the matter is not referred to arbitration, the date which is six months from the date upon which the 2022 Act was passed.

66. Again as far as is relevant to this limb of the objection, the third legal provision, is Paragraph 3 of Schedule 2 of the 2022 Act which stipulates as follows:

"(1) This paragraph applies to proceedings on a debt claim which –

- a) Is made on or after 10 November 2021 but before the day on which this Act is passed**
- b) Is made by the Landlord against the tenant, and**
- c) Relates to or to debts which include the protected rent debt.**

4) Sub paragraphs (5) – (7) apply if judgment on the debt claim is given in favour of the Landlord during the period described in sub-paragraph (1)(a).

5) So long as the judgment debt so far as relating to the protected rent debt, or any interest on it is unpaid then-

- a) The matter of relief from payment of the judgment debt so far as relating to the protected rent debt or any interest on it may be resolved by arbitration under Part 2 of the Act or by agreement (as if that part of the judgment debt and any interest on it were a protected rent debt), despite the judgment having been given.”**

67. The fourth relevant legal provision in this regard is Paragraph 4.34 of the aforementioned Guidance which provides as follows:

“Where the Landlord has issued a debt claim against the tenant (or its guarantor or a former tenant who remains liable on or after 10 November 2021 but before 24 March 2022 (when the Act was passed), to recover in civil proceedings a debt which is or includes protected rent debt, an arbitrator may determine the matter of relief from payment of the protected rent debt covered by the claim. This may be an ongoing claim or a decided claim.”

68. In the Tribunal’s considered view, the starting point to analyse this limb of the objection is to observe that the 2022 Act was passed on 24 March 2022, thereafter a cautious consideration of the chronology of events is crucial for the effective analysis of the Respondents’ objection as formulated. The Respondents’ claim form with Claim No. H4QZ34E3 reveals that the proceedings concerning the Applicant’s rent arrears were commenced on 15 April 2021 being the date of filing the Claim form in the County Court Business Centre by those representing the Respondents.

69. The Tribunal finds that it is crystal clear that these are not proceedings on a debt claim made on or after 10 November 2021 but before 24 March 2022 within the ambit of Paragraph 3(1)(a) of Schedule 2 to the 2022 Act. Evidently, the commencement of these proceedings pre-dates the specified time frame. The legal consequence of not

being proceedings within that specified time frame is that this Tribunal lacks the necessary jurisdiction to invoke Paragraph 3(5)(a) of Schedule 2 to the 2022 Act to make a determination in relation to the protected rent debt covered by the 28 April 2022 Court Order.

70. The Tribunal therefore finds also, that based on the second limb and or in the alternative, the Tribunal is compelled to dismiss this reference for lack of jurisdiction. Accordingly, the Respondents' objection to the Tribunal's jurisdiction is sustained and succeeds on both limbs.

Costs

71. On the question of costs, the Tribunal did not receive any submissions on the question of costs. The Tribunal has however had recourse to Section 19 (7) of the 2022 Act which requires the Parties to bear their own costs (save as regards the arbitrator's fees). Accordingly, each Party must bear its own costs.

Publication

72. As regards publication, pursuant to Section 18 of the 2022 Act, the award has to be published on the website of the Chartered Institute of Arbitrators (CI Arb) in an anonymised manner.

Disposition

73. The Tribunal having carefully considered the submissions of both Parties hereby awards and directs as follows:

- a) The Applicant's reference is hereby dismissed.
- b) Each Party shall bear their own costs.

Seat of the arbitration

74. The seat of this arbitration is London in England.

Date of the Award

75. This Award is made by me Professor Ike Ehiribe, FCIArb, Chartered Arbitrator, this 7th day of December 2022.

Signature:

Professor Ike Ehiribe FCIArb, Chartered Arbitrator

