



IN THE MATTER OF AN ARBITRATION

BETWEEN:

Claimant

-and-

Respondent

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ARBITRATION TRIBUNALS' TERMS OF APPOINTMENT

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1. **The Parties and the Parties' Representatives**

The Claimant in this arbitration is:

The Respondent in this arbitration is:

The Claimant is represented by:

The Respondent is represented by:

2. **Appointment of Tribunal**

(a) The arbitral tribunal (the "Tribunal") appointed by the Parties consists of:

(b) The arbitrator shall be and remain impartial and independent of the Parties.

3. **Tribunal's Immunity**

(a) The Parties shall not seek to make any arbitrator liable in respect of any act or omission in connection with any matter related to the arbitration, save in relation to the

consequences of bad faith. The maximum liability on the part of an Arbitrator is limited to the daily fees he has received.

- (b) The Parties shall not require any arbitrator to be a party or witness in any judicial or other proceedings arising out of the arbitration.

4. **Tribunal's Fees and Expenses**

- (a) Each arbitrator shall be remunerated at the rate of GBP 800 +VAT for all work in connection with the arbitration, except that for any oral hearing a daily sitting rate of GBP 1,000.00 will apply. For the purposes of this provision a hearing day shall be counted as 8 hours. The Parties acknowledge that these are reasonable rates. The rates will be held until the end of 2018, but may be reviewed if the arbitration is still continuing in 2019.
- (b) Travelling time, if any, will be charged at 75% of the hourly rate stated above.
- (c) A cancellation fee may be charged by each arbitrator on the basis of the percentage specified below on the fee payable for the hearing days reserved if the cancellation occurs prior to the starting date of a reserved substantive hearing.

<b>Date prior to hearing</b>	<b>Fee payable (percentage of total fee for period booked)</b>
3 months	20%
2 months	30%

Date prior to hearing	Fee payable (percentage of total fee for period booked)
4 weeks	45%
2 weeks	65%

- (d) The arbitrator shall be reimbursed at cost in respect of all disbursements and charges reasonably incurred in connection with the arbitration (including but not limited to travel expenses, telephone, fax, delivery, and copying). Travel expenses shall include business class air travel, transfers to and from airports, accommodation, sustenance and transportation of case materials.
- (e) The arbitrator may bill for reimbursement of disbursements as and when they are incurred, and may submit periodic bills in respect of their fees.
- (f) All payments to the arbitrator shall be made from the deposits referred to in paragraph 6.
- (g) Expenses relating to administrative and support services engaged for the purposes of the arbitration, including but not limited to the cost of hearing rooms and stenographers, shall be disbursed directly from the deposits referred to in paragraph 6 as and when they are incurred.
- (h) The Parties shall be jointly and severally responsible for the fees and expenses of the arbitrator. However, each party retains its right to seek recovery in a Tribunal award of

any advance deposit on costs it has made, including any such deposit it paid to cover for an amount not deposited by the other party.

- (i) Subject to the disbursement of any fees and expenses from sums deposited in accordance with paragraph 6 hereof, all fees and expenses shall be paid within 21 days of invoice, and the Tribunal may withhold any award or decision until such fees and expenses have been paid.

**5. VAT/TVA Sales and Withholding Taxes**

- (a) In the event that any arbitrator is required to collect VAT, TVA or other forms of sales taxes on his fees from any party for onward transmission to a tax authority, the Parties undertake to pay the amount of such tax to the arbitrator concerned. The Tribunal in turn undertakes to provide any such party with an appropriate receipt for such taxes, in order to assist in any possible recovery of the tax paid from an appropriate authority.
- (b) The Parties also agree to provide each arbitrator with such certificates of deduction of tax as may reasonably be requested.

**6. Deposits to ensure the Tribunal's Fees and Expenses**

- (a) The Tribunal shall have the right to include payments on account of its estimated fees and expenses in any amount requested by way of deposit or supplementary deposit.
- ~~(b) Pursuant to the Uncitral Rules, the Parties shall forthwith establish an initial deposit of GBP 50,000.00 (GBP 25,000 from each Party). The deposit shall be placed on an~~

~~interest bearing account maintained by the London Court of International Arbitration (LCIA) through a first class bank in London. Interest on the sums deposited shall be accrued to the account for the benefit of the Parties. For the avoidance of doubt, any fees incurred by the LCIA in administering the account shall be deducted from the deposits.~~

- (c) The Arbitrator will review the adequacy of the deposit from time to time and may request the Parties to make supplementary deposits.
- (d) Any unused balance held on deposit at the end of the arbitration shall be returned to one or both Parties as directed by the Arbitrator

## 7. **Communications**

- (a) The Parties shall not engage in any oral or written communications with the Arbitrator *ex parte* in connection with the subject matter of the arbitration, except in respect of routine administrative matters.
- (b) Written pleadings, submissions, written evidence and other formal documents which are the subject of any procedural order shall normally be delivered to the Arbitrator by courier. Correspondence between the Parties and the Arbitrator shall normally be sent by email, with mailed confirming copies. All communications shall be delivered individually to the arbitrator.

- (c) The Parties shall send copies of correspondence between them to the Arbitrator only if it pertains to a matter in which the Tribunal is required to take some action, or be apprised of some relevant event.

8. **Applicable Law**

- (a) The law of the Contract is stated to be the law of England and Wales.

9. **Language**

- (a) English is to be used in the proceedings.
- (b) Any documents submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into English.

10. **Procedure**

Except as otherwise provided, the procedure to be followed shall be as agreed between the Parties and the Tribunal or, failing such agreement, as determined by the Tribunal.

11. **Confidentiality**

The Tribunal shall keep all pleadings, documents and testamentary evidence submitted in the arbitration and the deliberations of the Tribunal, and the contents of the Award itself confidential in perpetuity unless the Parties release the Tribunal from this obligation. An

arbitrator shall not participate in, or give any information for the purpose of assistance in, any proceedings relating to the arbitration or the Award unless he is compelled to do so by a Court of competent jurisdiction.

Signed:

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**(Claimant)**

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**(Respondent)**

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**Arbitrator(s)**

Dated: .....