

1. Introduction

This 12 King's Bench Walk Arbitration Agreement shall apply to any dispute which the parties have agreed should be referred to arbitration under this Agreement.

2. Appointment of arbitrator

If a dispute has arisen and the parties have agreed that it should be referred to arbitration under the 12 King's Bench Walk Arbitration Agreement, the parties shall identify the specific dispute to be referred to arbitration and, in consultation with the 12 King's Bench Walk ADR team, agree upon the arbitrator to be appointed, whereupon the dispute shall stand referred to arbitration.

3. The arbitrator's fees

The arbitrator's fees shall be charged in accordance with and on the terms of the 12 KBW Arbitration Pricing Structure current at the date of the signing of this Agreement.

4. Procedure

(1) Within 28 days of the parties having agreed upon the arbitrator to be appointed and the intended arbitrator having agreed to act, the parties shall send to the arbitrator a letter setting out the dispute for determination by the arbitrator's decision. The letter should be accompanied by all relevant documents upon which each party relies.

(2) If, upon consideration of the documents submitted to the arbitrator, it appears to the arbitrator that further evidence or information is required from one or more of the parties in order to decide any dispute, the arbitrator shall make a written request of the party or parties accordingly. In making any such request, the arbitrator shall inform the party or parties of whom the request is made that such further evidence or information should be served upon all parties and the arbitrator by such date as the arbitrator directs.

(3) Following consideration of the documents submitted to the arbitrator, including further evidence or information under (2) if arising, the arbitrator shall send to each of the parties a preliminary decision setting out the decision the arbitrator proposes to make with reasons for doing so.

(4) Not later than 28 days after the sending of the preliminary decision (or such later date as the parties may agree), any party may, by written notice to the arbitrator and copied to all of the other parties, either –

- (a) accept the preliminary decision;
- (b) submit written observations (with or without further evidence) upon the preliminary decision or the reasons or both, or
- (c) request an oral hearing,

and if any party should within that period fail to do any of those things the party shall be treated as having accepted the decision.

(5) If all of the parties accept the preliminary decision that decision shall be treated as the arbitrator's final decision.

(6) If a party submits written observations upon the preliminary decision or the reasons or both under (4) (b), within 28 days or such longer period as the parties may agree, any other party may submit its own written observations upon the preliminary decision or the reasons or both, and if it has not done so already, request an oral hearing. Except where an oral hearing is so requested, the arbitrator shall then take such written observations into account before making a final decision.

(7) If a party submits further evidence with any written observations under (4) (b), within 28 days or such longer period as the parties may agree,

any other party may submit its own written observations upon that further evidence, and, if it has not done so already, request an oral hearing. Except where an oral hearing is so requested, the arbitrator shall then take those written observations upon such further evidence into account before making a final decision.

(8) If a party requests an oral hearing, the arbitrator shall decide the dispute following such an oral hearing and in such a case –

- (a) the arbitrator may approve case management directions agreed between the parties as to the further conduct of the arbitration within 28 days of a party requesting an oral hearing or such longer period as the parties may agree;
- (b) the arbitrator may issue case management directions to the parties as to the further conduct of the arbitration within 28 days of a party requesting an oral hearing or such longer period as the parties may agree;
- (c) the arbitrator may order a case management directions hearing for the parties within 28 days of a party requesting an oral hearing or such longer period as the parties may agree, such to be held by telephone where possible;
- (d) the arbitrator may approve variations in case management directions agreed between the parties;
- (e) the arbitrator may order further case management directions hearings, such to be held by telephone where possible;
- (f) the oral hearing shall be held in private;
- (g) the oral hearing shall take place at a location in England or Wales which in the opinion of the arbitrator, after consultation with the parties, is convenient for the parties;
- (h) a party to the oral hearing may be represented by a lawyer or other person of that party's choosing;
- (i) (i) a party to the oral hearing shall be entitled to address the arbitrator, to call witnesses and to put questions to those witnesses and any other person called as a witness.

5. Applicable law

In default of agreement between the parties, all disputes shall be determined in accordance with the law of England and Wales.

The law of England and Wales shall apply to this arbitration agreement.

The seat of the arbitration is England.

6. Payment of the arbitrator's fees

Each party to the arbitration is liable for all of the arbitrator's fees. These must be paid to the arbitrator with 14 days of receipt of a final invoice from the arbitrator.

7. Costs of the arbitration

The arbitrator shall have discretion to make orders for costs of the arbitration (including as to the payment of the arbitrator's fees as between the parties).

8. Pre-arbitration costs

If all of the parties agree, the arbitrator shall have discretion to make orders for pre-arbitration legal costs.

9. Personal information

We will use the personal information you provide Us to:

(a) deliver the Services to you

(b) process your payment for the Services

(c) give you information about any of the services we offer, but you may stop receiving this at any time by contacting our Events Team at events@12kbw.co.uk.

9.1. Your personal information will be processed in line with Data Protection Legislation and in accordance with Our Privacy Policy which is hereby incorporated into this Agreement. Our Privacy Notice can be accessed or provided on request.

9.2 We will only share your personal information with third parties where the law requires Us to do so.

The parties in [] v. [] agree that their dispute shall be referred to arbitration under the 12 King's Bench Walk Arbitration Agreement.

The parties' representatives are: [with addresses, names, references, e-mails, telephones etc]

Signatures on behalf of each party [with names, position and dates]

The arbitrator:

Signed by the arbitrator [with date]