**Standard Form Arbitration Agreement**

**BETWEEN**

**\*- Claimant**

**and**

**\* - Defendant**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Arbitration Agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Please fill in the parts highlighted in yellow*

1. **The parties to this agreement (and their representatives) are:**

**The Claimant**: …………………………………………………………………………; a party

lawyer Mr/Miss/Mrs:………… .………………………………………………….;

of the legal firm/LPP: ………………………………………………………………;

address: …………………………………………………………………………………;

Ref: …………………………………………………………………………………….….;

Email address (for service): …………………………………………………….;

**and**

**The Defendant(s):** …………………………………………………………………; a party

lawyer Mr/Miss/Mrs: ………….…………………………………………………;

of the legal firm/LPP: …………………………………………………………….;

address: ………………………………………………………………………………..;

Ref: ………………………………………………………………………………….……;

Email address (for service): ……………………………………………………;

Insurer: ………………………………………………………………………………….;

1. **The scope of the Agreement:**
	1. The parties hereby agree to submit the following disputes, controversies, issues or claims to be determined by arbitration in accordance with the PIcArbs Arbitration Rules. The seat of the arbitration shall be London and the governing law shall be the law of England & Wales.
	2. **Issues:** The parties hereby agree that the issues of liability, causation and the quantum, \* of damages (if any) arising from the events/accident which occurred to the Claimant on ……………………………………………… (hereinafter referred to as “the Accident/Events”) and all other related disputes, will be resolved by a binding PIcArbs Arbitration.

\* (If the governing Law is in issue please say so here)

1. **The Arbitrator:** *(please complete relevant option****):***

3.1The parties request **PIcArbs to appoint a panel Arbitrator:**

**Tick here: QC (> £250,000) ……….. Barrister (<£250,000) …………..**

[NB: *We recommend that you tick this box. PIcArbs panel arbitrators have a judicial college approach and are all trained and certified].*

OR

3.2The Arbitrator nominated by the parties is:

Mr/Ms ………………………………………..;

Email address (for access): ……………………………………………;

who has agreed to the nomination and signed a PICARBS form of acceptance of appointment.

3.3 **Arbitrator’s fees:** Unless otherwise agreed between the parties and the Arbitrator, the Claimant and the Defendant/s are jointly and severally liable for the Arbitrators fees during the course of the Arbitration. *[If relevant, please insert any alternative arrangement here]*

3.4 **The agreed hourly rates** **for the Arbitrator/s** are those published by PIcArbs from time to time.

1. **Commencement:**

4.1 For the purposes of Limitation periods, the arbitration is deemed to have commenced when the ‘Start an Arbitration’ page has been completed.

4.2 Unless agreed otherwise, the Claimant and the Defendant/s are jointly and severally liable for the Commencement Fee which the Claimant will pay when starting the arbitration. The Claimant’s solicitor will then send an invoice for half of the fee to the Defendant’s solicitor who will settle the same within 7 days*. [If relevant, please insert any alternative arrangement here]*

1. **Costs:**

The parties hereby agree that:

* 1. The legal costs of the arbitration recoverable by one party from another shall be assessed in accordance with the attached Schedule of Rates unless fixed recoverable costs would apply under the Civil Procedure Rules if the claim had been litigated in the civil courts, in which case the said fixed costs are the recoverable legal costs in addition to the Arbitrators fees.
	2. Once the final costs order in this Arbitration has been made or agreed then any assessment of the costs of the Arbitration shall be resolved by:

**Either:**

 binding **CADR arbitration**: **Tick here: …………..**

(using the PIcArbs e-filing system and CADR arbitrators)

**Or:**

The courts: **Tick here: …………..**

1. **Online serving and filing and data protection:**
	1. The parties agree to use the PIcArbs online e-serving and e-filing system.
	2. The parties Lawyers confirm that they have visited [www.PIcArbs.co.uk/filing](http://www.PIcARBS.co.uk/filing) and have registered and obtained user names and passwords or will do so as soon as reasonably practicable after signing this agreement.
	3. The parties agree that on registering for use of the PIcArbs e-filing service they will be bound by and will abide by the User Terms published on the PIcArbs website.
	4. The parties agree that PIcArbs is permitted to hold and process the data in this Agreement and the data about the claim entered on the “fill in” forms in the e-filing system, for instance the names and addresses, telephone numbers, dates of birth of the parties and their lawyers/insurers, the start of the arbitration and including the orders and final award made in the arbitration and the date of the end of the arbitration.
	5. The parties understand that the PIcArbs e-filing system will store all of their e-filed documents, some containing specific identifiable health data concerned with the claim the subject of this Agreement and PIcArbs will store but will not use or process the information in these documents in any way beyond e-storage for the arbitration.
	6. No data will be shared by PIcArbs with any person other than those registered by the parties as users for each individual arbitration and their firm administrators.
2. **Changes to the PIcArbs standard form:**

Any changes to this Arbitration Agreement shall be in writing, shall not contravene the PIcArbs Rules and shall be signed by all parties and filed via [www.PIcArbs.co.uk/filing](http://www.PIcARBS.co.uk/filing). The following clauses of this PIcArbs standard form of arbitration agreement cannot be altered: 2.1; 3.4; 4.1; 5.1; 6; 7; 8; 10; 11; 12.

1. **Binding nature of this Agreement:**

The Claimant understands and has been advised by his/her lawyers that this Arbitration Agreement is binding, that he/she has waived his/her right to a civil trial as well as all appeals save for those allowed under the Arbitration Act 1996. Similarly, the Defendant and any other parties understand and have been advised by their lawyers that this Arbitration Agreement is binding, that they have waived their right to a civil trial as well as all appeal rights save for those allowed under the Arbitration Act 1996.

1. **Confidentiality:**

[NB: Rule 30 of the PIcArbs Rules requires the parties to keep the arbitration confidential but permits awards to be published in anonymised form. If you wish to alter this Rule do so here]

1. **Authority:**

All lawyers who sign this Arbitration Agreement have the full expressed authority of their client(s) fully to bind their clients to the terms of this Arbitration Agreement.

1. **Capacity:**
	1. The parties all have capacity to litigate.
	2. If the Claimant does not or may not have capacity then he is represented by a Deputy/person with power of attorney appointed by the Court of Protection/OPG who has power to act on the Claimant’s behalf in this arbitration.
	3. The Deputy/Attorney certifies that he has obtained the approval of the court to arbitrate the issues set out above.
	4. If the Claimant is a child then he is represented by a parent or guardian who has power to act on the Claimant’s behalf.
	5. The parent or guardian certifies that he has obtained an order from the court declaring that this agreement is for the child’s benefit (and hence is enforceable) pursuant to *Slade v Metrodent [1953] 2 QB 112.*

[*NB, currently PIcArbs does not recommend putting claims by protected parties through the system. However if you wish to do so prior court approval must be sought under PIcArbs Rule 33.]*

1. **Careful understanding:**

All of the individuals with capacity and deputies and litigation friends who have signed this Arbitration Agreement have: a) carefully read the entire Arbitration Agreement, b) are of sound mind, c) have had this Arbitration Agreement fully explained by their lawyers, d) fully understood its contents e) have not been pressured or coerced to enter into this Arbitration Agreement, f) believe the terms of this Agreement to be fair and, g) will be bound by all of terms of this Arbitration Agreement.

**Signature block**

Signed by ……………………………………………………. (Lawyer for the Claimant)

Dated: ……………………

AND

Signed by ……………………………………………………. (Lawyer for the Defendant)

Dated: ……………………

OR

Signed by ……………………………………………………. (Insurer for the Defendant with the subrogated right to sign for the Defendant)

Dated: ……………………

AND

Signed by ……………………………………………………. (The Arbitrator [if chosen])

Dated: ……………………

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*If the parties can reach agreement on recoverable hourly rates set these out in the schedule attached hereto*

**SCHEDULE OF HOURLY RATES, PIcArbs fees & CADR fees**

Effective from January 2017. These rates are agreed between the parties as the recoverable rates for legal costs.

All fees and charges which are not agreed will be assessed at the end of the arbitration.

**PARTIES AGREED RECOVERABLE HOURLY RATES/FEES:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Claimant lawyer’s normal rates for civil litigation** | **Claimant’s agreed rates for this arbitration** **(10% less)** | **Defendant’s rate** |
| **Experts** |  |  |  |
| Medical experts (consultants) | £ | £ | £  |
| Employment Experts | £ | £ | £ |
| Care/OT Experts | £ | £ | £ |
| Physiotherapy Experts | £ | £ | £ |
| Speech and Language Experts | £ | £ | £ |
| Engineering expert | £ | £ | £  |
| RTA reconstruction expert | £ | £ | £  |
| **Lawyers** |  |  |  |
| Solicitor (over 15 years experience) | £ | £ | £ |
| Solicitor (8-14 years experience) | £ | £ | £ |
| Assistant Sol (under 7 years exp) | £ | £ | £ |
| Barrister (QC) | £ | £ | £ |
| Senior junior (over 15 years call) | £ | £ | £ |
| Junior (under 15 years call) | £ | £ | £ |

**PIcArbs Fees** (*not capable of reduction by the parties)*

PIcArbs commencement fee: £1,600 + VAT

PIcArbs arbitrator complaint fee: £1,000 + VAT

**PIcArbs ARBITRATOR’S RATES**

(*not capable of reduction by the parties and recoverable in addition to the legal costs, all* + VAT*)*

Arbitrator’s work: QC: £375ph; Junior: £250ph;

Maximum cancellation fee for face to face hearings only

(no cancellation fee for telephone hearings)

**Panel:** **QC Barrister**

Case settled &/or hearing cancelled over 2 months b4: £0 per diary day 0

“ hearing cancelled 22 dys – 2 months b4: £750 per diary day £500

“ hearing cancelled 21 - 15 days b4: £1,000 per diary day £750

“ hearing cancelled 14 - 8 days b4: £2,000 per diary day £1,250

“ hearing cancelled 7 days or less b4: £3,000 per diary day £2,000

 + reading time

**Annual review** Unless the parties otherwise agree, hourly rates increase/decrease by RPI on the anniversary of the start of the arbitration and each year thereafter.

**CADR Costs arbitration Fees:**

Issuing fee for CADR arbitration: £600 + VAT

CADR Level 1 arbitrators fees: see CADR website.

END