

TERMS AND CONDITIONS FOR THE SUPPLY OF FACILITIES FOR ALTERNATIVE DISPUTE RESOLUTION IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the context otherwise requires, the following words have the following meanings:

"Attendee" means any person who will attend the Premises.

"Booking Party" means the companies or entities as detailed in the Booking Parties section of this agreement.

"Non-Booking Party" means any other party which, together with the Booking Party, shall use or have access to the Premises or the Services pursuant to the terms of this agreement.

"Client" means:

(a) where the Non-Booking Party has executed a copy of this agreement in accordance with clause 2.3, the Non-Booking Party; or

(b) where the Non-Booking Party has not executed a copy of this agreement in accordance with clause 2.3 and the Booking Party has paid the full Hire Fee on behalf of the Non-Booking Party in accordance with clause 2.4.1, the Booking Party.

"Data Protection Laws" means the Data Protection 2018 and the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council and/or other applicable data protection legislation in force.

"HireFee" means the fees payable by the Client to IAC in respect of use of the Premises by the Booking Party, Non-Booking Party, any Attendee, and any Third Party as set out in schedule 1.

"Hire Period" means the days and times set out in schedule 1.

"IAC" means International Arbitration Centre Ltd, (with company number 11178650) whose registered office is at 190 Fleet Street, London EC4A 2AG.

"Premises" means the room or rooms set out in schedule 3 or such other location which IAC may, in its absolute discretion, identify to the Booking Party from time to time.

"Purpose" means the use of the Premises by the Booking Party, Non-Booking Party and Third Parties (if applicable) for the purpose of holding a hearing or other event relating to alternative dispute resolution.

"Services" means the services and facilities to be provided by IAC to the Client and paid for by the Client, details of which are set out in schedule 2.

"Third Parties" means any firm, contractor, individual or other person with which the Booking Party and/or Non-Booking Party has a direct or indirect relationship of a contractual or any other nature (including, but not being limited to employees of the Booking Party and/or Non-Booking Party, agents and any subcontractors) whom the Booking Party and/or Non-Booking Party has authorised or engaged to perform services in connection with the booking (with the exception of IAC, its employees or contractors).

1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or reenacted.

1.3 Any words following the terms "including, include, in particular, for example" or any similar expression, shall be construed as illustrative and shall not limit the sentence of the words, description, definition, phrase, or term preceding those terms.

1.4 All figures are exclusive of Value Added Tax (VAT) (unless stated otherwise) which shall be paid on receipt of a valid invoice.

2. BOOKING AND PAYMENT

2.1 The Booking Party shall provide the IAC of the appropriate contact details of any Non-Booking Party.

2.2 Upon a booking being made by the Booking Party, whether for use by the Booking Party alone, or for use by the Booking Party and any Non-Booking Party, the Booking Party shall be solely liable for any and all charges payable in accordance with the terms of this agreement, unless and until any Non-Booking Party becomes liable in accordance with clause 2.3.

2.3 The Booking Party shall provide a copy of this agreement to the Non-Booking Party immediately after making the booking and procure that Non-Booking Party properly executes and returns a copy of the agreement to IAC. Upon receipt by IAC of an executed copy of this agreement and payment of the relevant portion of the Hire Fee by (or on behalf of) any Non-Booking Party, the Non-Booking Party shall become solely liable for all charges payable in accordance with this agreement and the Booking Party will cease to have any liability for the same.

2.4 If the Non-Booking Party does not execute and provide to IAC a copy of this agreement and/or pay the relevant portion of the Hire Fee within 7 days of receipt of the notification by the Booking Party as described in clause 2.3, the Booking Party shall, at its option:

2.4.1 pay the outstanding portion of the Hire Fee on behalf of the Non-Booking Party; or

2.4.2 cancel the booking. Where the Booking Party elects to terminate this agreement in accordance with clause 2.4.2 IAC shall refund the Hire Fee paid within 30 days of the date on which the Booking Party notifies IAC of its intention to cancel the booking.

2.5 The relevant Hire Fee shall be payable by the Booking Party and/or the Non-Booking Party to the IAC in accordance with the timetable for payment set out in schedule 1.

2.6 The Booking Party will be allocated an Event Name and/or reference number. This reference will be used to invoice any additional charges (calculated in accordance with schedules 1 and 2), such as copying, and out of hour charges to the requesting or using party. Should the Booking Party and/or Non-Booking Party wish to keep the names of their clients confidential, the staff at the IAC will know the matter only by the event name or reference number.

2.7 IAC reserves the right to issue invoices at the end of the relevant Hire Period or monthly to the Client(s) in respect of all sums due other than the Hire Fee. Invoices will be payable by the Client(s) within 30 days of receipt.

2.8 All payments are to be made by either BACS payment, cheque or bank transfer to the bank account described in the relevant invoice or such other bank account nominated by IAC to the Client(s) from time to time.

2.9 If the Client(s) fails to make a payment which is due under this agreement within 30 days of the date on which it is due, then interest at the rate of 1.5% per annum will be payable.

3. PROVISION OF SERVICES

3.1 IAC agrees to provide access and use of the Premises to the Booking Party, the Non-Booking Party, Attendees and Third Parties for the Purpose during the Hire Period on the terms set out in this agreement.

3.2 IAC shall also provide the additional services and facilities set out in schedule 2, subject to availability.

3.3 IAC agrees to provide or procure the provision of the Services in a good and efficient manner in accordance with appropriate professional/industry standards and relevant legislation and to comply with any reasonable and appropriate guidelines and codes of practice.

3.4 The Hire Period and Hire Fee may vary from time to time upon written agreement (including email) between the parties.

3.5 IAC reserves the right acting reasonably at all times to refuse admission to the Premises or eject from the Premises (or any part thereof) any person (whether or not a Third Party or an Attendee) who in the reasonable opinion of IAC is causing or is likely to cause a disturbance or damage or injury to any other person or property, and/or in respect of whom IAC forms the reasonable view that their presence at the Premises would be inappropriate or undesirable.

3.6 IAC does not grant exclusive possession of the Premises or any other part of the Premises to the Booking Party and the parties agree that no tenancy is created by the rights granted pursuant to the terms of this agreement.

4. CANCELLATION OR AMENDMENT BY IAC

4.1 IAC will make reasonable efforts to ensure that the Premises are available for use by the Client for the Purpose in accordance with the terms of this agreement. If the use of the Premises (or any part thereof) is cancelled by IAC as a result of the Premises or any part of it being closed, in the reasonable view of IAC, due to fire, flood, earthquake, strikes, war, riots, insurrection, act of terrorism, failure or interruption of any water, gas, telecoms or electricity supply, health and safety issues, pandemic, epidemic or other public health concerns, and/or any action imposed or advised by the authority of any government agency or by order of any public authority or court or for any reason beyond IAC's control then IAC shall reimburse the Hire Fee paid to IAC to the Client for that period of closure (save for any part of the Hire Fee that relates to fees due from IAC to third-party suppliers pre-booked at the request of the Client [to include interpreters, transcribers, IT/telecoms suppliers, caterers, or similar]).

4.2 If, as a result of any of the circumstances described in clause 4.1, IAC needs to amend or cancel the Services, IAC shall endeavour to provide notice of the same to the Client as soon as reasonably practicable.

4.3 In the event that the Booking Party, Non-Booking Party, Attendees or Third Parties are responsible for damaging the Premises in any way, the Client shall immediately notify IAC of such damage. IAC shall use reasonable endeavours to repair such damage to the Premises within a reasonable period and the Booking Party shall promptly reimburse IAC in full for all costs of such repair. IAC will not be liable for any losses arising as a result of the cancellation of the use of the Premises caused by such damage and the Hire Fee will still be payable by the Client. The Client shall also pay to IAC such additional costs or expenses (such as stranded costs) incurred by IAC where this agreement is terminated by IAC in accordance with clause 9 due to damage to the Premises caused by the Booking Party, Non-Booking Party, Attendees or Third Parties.

5. CANCELLATION POLICY

5.1 Without prejudice to clause 4 and clause 9, the booking of the Premises may only be cancelled by the Client, or by the Booking Party in accordance with clause 2.4.2; or

5.2 If the case is settled after this agreement is executed, on or after the dates outlined under the Notes section (on pg.1), only the relevant portion of the Hire Fee accrued until those dates shall be payable by the Client.

5.3 If the case is settled and the fees have been paid in full in advance of the start date, or indeed once the hearing is underway, we will reimburse any fees we secure from other clients using the dedicated space in the period you had previously booked.

5.4 If you had paid some but not all of the fees and the arbitration settles prior to the hearing, we will reimburse you any fees we are able to secure from other clients using the dedicated space in the period you had booked on a pro rata basis.

5.5 If you choose to cancel the booking for reasons unconnected with a settlement or postponement any fees already incurred will not be reimbursed

5.6 Cancellations must be notified to IAC in writing by the Client or Booking Party (as applicable) and will only be effective on the date such notice is received by IAC.

5.7 Any repayments will be made within 14 days of the final day of your booked hearing.

6. CLIENT OBLIGATIONS

6.1 The Client undertakes on its own behalf and on behalf of the Non-Booking Party (where the Non-Booking Party is not a party to this agreement), Attendees and Third Parties:

6.1.1 not to act in a manner which (in IAC's opinion) would be detrimental or prejudicial to the goodwill, reputation or image of IAC or cause or permit anything to be done or omitted to be done which shall cause a nuisance or interfere with the normal operation of the business carried on by IAC at the Premises.

6.1.2 to use all reasonable endeavors to ensure that the Booking Party, Non-Booking Party, Attendees and Third Parties shall not cause any unreasonable disturbance or nuisance to any persons or properties in the vicinity of the Premises, on arrival at and departure from the Premises.

6.1.3 to comply with all instructions and guidance issued by IAC in respect of the occupation and use of the Premises.

6.1.4 after the termination of the agreement to ensure that all equipment provided by or on behalf of the Booking Party, Non-Booking Party, Attendees and Third Parties have been removed and that the Premises are left in a clean and tidy condition and that any damage caused to the Premises or any other property owned by IAC arising out of the acts or omissions of the Booking Party, Non-Booking Party, Attendees and Third Parties is made good.

6.1.5 to procure that the Booking Party, Non-Booking Party, Attendees and Third Parties obtain all appropriate approvals, releases and licenses and make any payments due in relation to any specific activities staged by the Booking Party; and

6.1.6 to ensure that the Non-Booking Party, Attendees and Third Parties are aware that taking photographs and/or video recordings is strictly prohibited within the Premises and comply with this provision.

6.2 The Client acknowledges and agrees that IAC reserves the right to close any part of the Premises used by the Booking Party, Non-Booking Party, Attendees and Third Parties for technical, operational, health and safety or any other reason as IAC shall deem proper and appropriate without liability to the Client.

7. LIABILITY AND INDEMNITY

7.1 Subject to clause 7.4, IAC shall not be liable for any damage to or loss of any property or items belonging to any Booking Party, Non-Booking Party, Attendees or Third Parties and/or personal injury to any Booking Party, Non-Booking Party, Attendees or Third Parties.

7.2 The Client shall indemnify and keep IAC indemnified from and against all reasonable expenses, loss, damage or liability (whether criminal or civil) suffered and legal fees and costs reasonably incurred by IAC, or for which IAC may be held liable resulting from any omission, neglect or default of the Booking Party, Non-Booking Party, Attendees or Third Parties, which would constitute a breach of this agreement.

7.3 Subject to clause 7.4, IAC shall not have any liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for indirect or consequential loss (including loss of profits) arising under or in connection with this agreement.

7.4 Neither party excludes or restricts its liability for death or personal injury resulting from its own negligence, fraud or for fraudulent misrepresentations or for any other liability that cannot be excluded or restricted by law.

7.5 Subject to clauses 7.3 and 7.4, IAC's maximum aggregate liability to the Client in respect of any claim under or in connection with this agreement shall be limited to an amount equal to the total Hire Fee.

8. GENERAL INSURANCE

IAC and the Client agree not to do or suffer to be done, in or about the Premises, anything whereby any policy of insurance effected by the other may be invalidated or which may cause any increased premium to become payable for such insurance and, at all times, to use all proper precautions to prevent loss or damage or harm by fire or accident.

9. TERMINATION

- 9.1 IAC shall have the right to terminate this agreement by giving the Client written notice at any time if:
- 9.1.1 the Booking Party and/or Non-Booking Party defaults in any of its obligations under this agreement and such default, if remediable, continues (having been notified by IAC of the requirement to remedy such default) for:
 - (a) 24 hours in the case of breaches or defaults in obligations relating to health and safety legislation; or
 - (b) 7 days in respect of all other breaches or defaults on obligations.
 - 9.1.2 the Booking Party and/or Non-Booking Party becomes insolvent, enters into liquidation, whether compulsory or voluntary, has a receiver or administrator appointed in respect of all or any part of its business, compounds with its creditors, or suffers any similar action in consequence of debts, or if it ceases or threatens to cease trading; and/or
 - 9.1.3 the Booking Party, Non-Booking Party, Attendees and Third Parties act in a manner which (in IAC's reasonable opinion) would be detrimental or prejudicial to the goodwill, reputation or image of IAC.
- 9.2 IAC may terminate this agreement on one month's prior written notice, to the Booking Party, under which circumstance the IAC shall reimburse the Hire Fees already paid to the Client.
- 9.3 The Client may terminate this agreement with immediate effect by giving written notice to IAC, if IAC commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within thirty 30 days of being notified in writing to do so; then the IAC shall reimburse the Hire Fees already paid to the Client.

10. CONFIDENTIALITY

- 10.1 The Booking Party, Non-Booking Party, Attendees and Third Parties shall not be permitted to advertise, promote or disclose the use of the Premises by any means (including, without limitation on any social media platforms), to any third parties not associated with the primary hire of the IAC or to any agency or press.
- 10.2 Both the Booking Party and Non-Booking Party agree to keep confidential the terms of this agreement and all information concerning the business or affairs of the other that it has received or obtained or may receive or obtain from the other party ("Confidential Information") in relation to any matters contemplated under this agreement. The parties shall only use Confidential Information for the purposes of implementing the arrangements contemplated in this agreement and shall not disclose Confidential Information to any third party. As soon as reasonably practicable on the termination of this agreement, each party shall either destroy or return, at the option of the disclosing party, all Confidential Information provided to it by the other party. This clause 10 does not apply to information which:
- 10.2.1 has come into the public domain other than by breach of this clause or any other duty of confidence.
 - 10.2.2 is obtained from a third party having a lawful right to disclose such information.
 - 10.2.3 at the time of disclosure was already known by the party to whom such information was disclosed without breach of this clause or any other duty of confidentiality; or
 - 10.2.4 is independently developed or acquired by the receiving party.
- 10.3 Both the Booking Party and Non-Booking Party shall be permitted to disclose Confidential Information:
- 10.3.1 to its professional advisors and group companies where necessary to fulfil its obligations under this agreement, provided that such advisors and group companies agree to be bound by similar confidentiality provisions as set out in this clause 10; and
 - 10.3.2 where required to do so by court or other governmental order, provided where possible that the party required to disclose the Confidential Information gives the other party reasonable notice prior to such disclosure in order to give that party reasonable opportunity to seek a protective order or equivalent, wherever legally possible.
- 10.4 The Client acknowledges that in order to protect its reputation and goodwill, it is of critical importance for IAC to manage any press or public announcements relating to the Premises. Accordingly, the Client agrees that the Client will notify the IAC general manager or, if such person is not available, such other nominated person immediately in the event of:
- 10.4.1 any incident which involves or might have involved a risk to the health and safety of any person in any way connected with IAC and/or the Premises, any of customers, staff, or assets.
 - 10.4.2 any incident which could reasonably be expected to have a negative impact on the reputation or goodwill of IAC; and
 - 10.4.3 the Client will make no statement or comment to the press, public or any other person (other than to IAC personnel) in connection with any incident or potential incident of a type described above and will refer all requests for such statement or comment to the IAC general manager.
- 10.5 The Booking Party will promptly provide all support and assistance reasonably requested by IAC in connection with any such incident or potential incident.
- 10.6 The Booking Party and Non-Booking Party shall comply with their respective obligations under the Data Protection Laws in the performance of their obligations under this agreement.

11. GENERAL

- 11.1 This agreement is personal to the Client, which may not assign its rights or obligations in whole or in part, other than with the written consent of IAC.
- 11.2 This agreement and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement.
- 11.3 The Booking Party and the Non-Booking Party acknowledges and agrees that in entering into this agreement, and the documents referred to in it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.
- 11.4 Nothing in this clause shall operate to limit or exclude any liability for fraud.
- 11.5 This agreement shall be governed by and be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this agreement.
- 11.6 No failure to exercise and no delay in exercising on the part of any party any right, power, or privilege hereunder, shall operate as a waiver thereof nor shall any single or partial exercise of any right, power, or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 11.7 Notwithstanding that any provision of this agreement may prove to be illegal or unenforceable, the remaining provisions of this agreement shall continue in full force and effect.
- 11.8 All notices which are required to be given here under shall be in writing and shall be sent to the address of the recipient set out in this Agreement, or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served by personal delivery when delivered by first class post 48 hours after posting.

11.9 No other person or body who is not a party to this agreement shall have the right to enforce any of its terms by virtue of that Act.

This agreement was entered into on the date of signing by the client.

SCHEDULE 1: HIRE PERIOD, CANCELLATION AND FEE

1. The Client shall have use of the Premises:
 - 1.1 During the dates as stated in this agreement (which, unless otherwise agreed between the parties, shall not include weekends or public holidays in the UK) for all Parties.
2. The Hire Fee shall be payable by the Client to IAC according to the timetable on page 1, as a percentage of the total hire fee Payable.
3. The Client shall pay the following sums to IAC in respect of the Hire Fee: **£ 0,000.00**
 - 3.1 Standard Daily Rate: this permits access from 8:00 to 18:00 and is charged as detailed in this agreement, plus
 - 3.2 Additional Hours Rates: these are charged, in addition to the Standard Daily Rate, for:
 - 3.2.1 Access from 7:00 to 8:00 - £150 per half hour.
 - 3.2.2 Access from 18:00 to 21:00 - £150 per half hour.
 - 3.2.3 Access between 21:00pm and 7:00 is only available by prior arrangement.
 - 3.3 Weekend and Public Holidays Rates: access on Saturday, Sunday and on public holidays is charged at the above rates (Standard Daily Rates and Additional Hours Rates) plus 25%.
 - 3.4 In the event of the need for a postponement the fees already incurred will be due to be paid within 14 days. The remainder of the fees will begin to accrue again, when we reach the same distance from the reconvened hearing date that they were originally halted at, prior to the postponed hearing.
 - 3.5 In the event of the in-person hearing being ordered by the Arbitrator/s (or the parties choosing) to move to a "virtual" platform the fees already incurred will still be due to be paid within 14 days.
 - 3.6 If 100% of the fees have already accrued the fees for the Virtual hearing will be considered included in that fee.
 - 3.7 If 75% of the fees have already accrued the fees for the Virtual hearing will be charged at 50% of the rate applicable at the time.
 - 3.8 At any other point the fee for the Virtual hearing will be charged in full at the rate applicable at the time.

SCHEDULE 2: SERVICES

IAC shall provide the following services during the Hire Period, as specified:

Complimentary

- Access to IAC top floor lounge and terrace
- Individually secured rooms
- Stationery, breakfast, confectionary and soft drinks
- High-speed WiFi access
- Use of integrated AV equipment and technical support

Security

On arrival at the IAC users will be issued with a security pass which will grant access to the hearing floor, and individual break out rooms.

This pass is to be returned at the end of the hired period.

Interpretation and Transcription

Hearing rooms at the IAC come complete with an integrated interpretation booth, built-in translation modules to the hearing desks and transcription capability. The IAC has a list of approved transcribers and interpreters who are familiar with our equipment and facilities.

Please note that it is the responsibility of the Client (and Booking Parties) to ensure that any external contractor or supplier retained has the necessary experience and appropriate software and/or hardware that is compatible with IAC technology. Please ensure that any such contractor or supplier has satisfied themselves in this regard and that they contact the IAC at least 5 working days before the first hearing date to check these issues. Failure to do so may well result in technological problems occurring that may otherwise have been avoided.

Printing and Copying Charges

The IAC has dedicated secure, password protected Canon multifunction copiers allowing you to copy, scan and print single- and double-sided copies. All devices can output to these via the Print to Email service. Copy charges will be billed monthly or on the last day of the agreed hire period.

Page Size Charges	Single-sided page	Double-sided page
A4 B&W	£0.35	£0.55
A4 Colour	£0.95	£1.42
A3 B&W	£0.70	£1.05
A3 Colour	£1.90	£2.85

Clearance of rooms

At the end of the period for which the room/floor has been hired, the Client and the Booking Party shall immediately vacate the Premises and remove all their properties from the Premises. The IAC shall charge the Client or the Booking Party for any period that it or its property remains on the Premises after the period for which the Client or the Booking Party hired a room. This will be charged at £10 per box per day. Files will be stored for 5 working days, then confidentially shredded at a cost of £15 per bag. These fees will be payable in line with clause 2.7.

Secure Storage

Secure storage is available immediately prior to the hearing, and after the hearing for each party and the arbitrators - this is charged at £10 per box per day, 7 days per week, to the relevant party.

Catering Services

Food is available by prior agreement. Options and pricing will be sent to each party in advance of the first day of the agreed hire period. If you wish to cancel any catering requests, you must give IAC at least 2 working days prior notice.

Technological Support

Crestron and Kramer integrated environment controls are provided to the hearing room and each suite simplifying the use of technology within. A touch panel enables toggling between monitors for presentation and videoconferencing modes. Presentations are made simple using wired HDMI connections provided to all rooms with AV facilities.

Displays

Our facilities are provisioned with 4K UHD large integrated displays which provide superior quality visuals. Should you require additional equipment for your hearing, please note that screens are charged at £25 per unit, per day and laptops are charged at £50 per unit, per day.

Wireless Internet

Each suite has a dedicated Wi-Fi zone demarcated by both physical infrastructure and WPA2/WPA3 wireless security. IAC is served by a 100MB fibre-optic leased line, and dedicated back-up line.

Audio and Video Recording via Zoom

Audio and video recording enables recording of digital audio, video and attachments combined into one secure and shareable file.

Video Conferencing and Telephony

Polycom RealPresence HD videoconferencing services are provided to the hearing room and suites. The hearing room can also output a one-directional audio/video live feed from the hearing room to one or both suites which is controlled by the arbitral panel. Telephone handsets are provided to all meeting rooms. For Video Conferencing services we prefer to use Zoom, but we can also use Sip and Blujeans

SCHEDULE 3: PREMISES

The premises for the purpose of this agreement shall constitute the following areas of the International Arbitration Centre located at 190 Fleet Street, London EC4A 2AG:

- 1.1 The rooms and floors as detailed on page 1 of this agreement.
- 1.2 Any other such areas as included / agreed in your booking.