

Independent Press Standards Organisation Pilot Arbitration Scheme Arbitration Agreement

1. This contract ("the Agreement") is between the Claimant and Respondent (collectively "The Parties") as identified in Part Two of the Agreement.
2. For the interpretation of the Agreement, the singular refers to the plural (and vice versa). A reference to the "Relevant Act" in the Agreement means the Arbitration Act 1996 unless the Parties agree in Part Three to apply the Arbitration (Scotland) Act 2010, in which case the "Relevant Act" shall mean the Arbitration (Scotland) Act 2010. A "Corresponding" document is one that shares the Arbitration Claim Reference Number below, and thereby relates to the same dispute.

Arbitration Claim Reference Number:

Please note: This Agreement is not valid without an Arbitration Claim Reference Number. If the Parties do not have a Claim Reference Number they should contact IPSO to be provided with one along with a corresponding claim form.

Part 1: The Agreement

3. By signing the Agreement the Parties agree to resolve the disputed claim (“the Claim”) presented in the Corresponding Claim Form, and only the Claim, under the Independent Press Standards Organisation Pilot Arbitration Scheme (“The Pilot Scheme”).
4. The Parties hereby request the Centre for Effective Dispute Resolution (“CEDR”) to appoint an IPSO Approved Arbitrator (“The Arbitrator”), as listed in the IPSO Arbitrator Panel, to arbitrate the Claim in accordance with the Pilot Scheme Rules dated May 2016 (“The Rules”) as governed by the Relevant Act.
5. The appointment of the Arbitrator shall take effect after the Parties have paid the required Fees under the Rules, and upon the Arbitrator signing and returning a Corresponding Arbitrator Declaration to CEDR, who will send copies to the Parties.
6. The Parties agree the following in relation to the arbitration of the Claim:
 - i. To abide and be bound by the Rules, which shall be deemed incorporated into the Agreement.
 - ii. To abide and be bound by the Rulings (as defined by the Rules) of the Arbitrator.
 - iii. To fully engage with the processes and procedures structured under the Rules.
 - iv. To pay the Fees (as defined by the Rules) when required to do so under the Rules.
 - v. That a Preliminary Ruling, Assessment or Final Ruling (as defined by the Rules) given in respect of the Claim will only be sent to the Parties upon CEDR receiving payment of any outstanding Fees required under the Rules.
 - vi. Not to recover Conditional Fee Agreement success fees or After the Event insurance premiums from the losing Party in any event.
 - vii. To keep private between the Parties (and their representatives), the Arbitrator and CEDR all documentation and Rulings which are confidential under the Rules or by the application of law.
7. The Parties further agree the following unless indicated to the contrary in Part Three of the Agreement:
 - i. The arbitration of the Claim, the Rules and the Agreement shall be governed by the Arbitration Act 1996.
 - ii. The Arbitrator shall apply the law of England and Wales.
 - iii. CEDR shall appoint a single Arbitrator to arbitrate the Claim.

- iv. The right of appeal to the Court against a Ruling of the Arbitrator shall not include an appeal made on a point of law.
- v. The Claim shall proceed directly to a Preliminary Ruling Procedure (as defined by the Rules) upon the appointment of the Arbitrator.
- vi. Any award of damages made by the Arbitrator in accordance with the Rules shall be limited to a maximum figure of £50,000.

Part 2: The Parties

8. The Claimant is hereby identified as the following:

To be completed by the Claimant

Name:

Correspondence address:

Email:

Telephone:

The Claimant is bringing the Claim on behalf of: (provide only where relevant)

9. The Claimant has authorised the following to represent them in this Claim:

Name:

Correspondence address:

Email:

Telephone:

10. Correspondence in relation to the Claim should be sent to: (select as appropriate)

The Claimant

The Claimant's Representative

Both

11. The Respondent is hereby identified as the following:

To be completed by the Respondent

Name:

Correspondence address:

Email:

Telephone:

12. The Respondent has authorised the following to represent them in this claim:

Name:

Correspondence address:

Email:

Telephone:

13. Correspondence in relation to the Claim should be sent to: (select as appropriate)

The Respondent

The Respondent's Representative

Both

Part 3: The Agreement

14. The Parties agree to amend clause 7 of the Agreement in the following way by ticking the relevant box and initialling the relevant amendment:

The arbitration of the Claim, the Rules and the Agreement shall be governed by the Arbitration (Scotland) Act 2010.

Claimant: Respondent:

The Arbitrator shall apply the law of Scotland.

Claimant: Respondent:

The Arbitrator shall apply the law of Northern Ireland.

Claimant: Respondent:

CEDR shall appoint a panel of arbitrators from the IPSO Arbitrator Panel to arbitrate the Claim in accordance with the Rules.

Claimant: Respondent:

The right of appeal to the Court against the appointed arbitrator's ruling shall include an appeal made on a point of law.

Claimant: Respondent:

The Claim shall proceed directly to an Assessment Procedure (as defined by the Rules) upon the appointment of the arbitrator.

Claimant: Respondent:

An award of damages made by the Arbitrator in accordance with the Rules shall not be limited or capped.

Claimant: Respondent:

Part 4: Signatures

15. By signing below the Parties agree to the terms of this agreement.

To be completed by the Claimant

Claimant’s signature:

Print name:

Company name:.....

Date:.....

To be completed by the Respondent

Respondent’s signature:

Print name:

Company name:.....

Date:.....