

## **IDRC TERMS AND CONDITIONS (effective 22 October 2021)**

### **1. Definitions**

**“Booking”** means any Confirmed Reservation by the Client for the Booking Period of any hearing, meeting, conference services, Hybrid Meeting or Virtual Meeting, including the hire of one or more Rooms on the Premises and the provision of any Remote Technology or Facilities.

**“Booking Enquiry”** means any enquiry made by telephone or in writing by or on behalf of a prospective Client in relation to a potential Booking.

**“Booking Period”** means the number of days for which any Room, Hybrid Meeting or Virtual Meeting is the subject of the Booking, which may include (at IDRC’s sole discretion) Saturdays, Sundays and Bank Holidays.

**“Client”** means any person or company that enters into a binding contract for the provision by IDRC of hearing, meeting or conference facilities at the Premises, or any Hybrid Meeting or Virtual Meeting, in accordance with Clause 2 below.

**“Client Room”** means a room on the Premises that is reserved for the use of any individual(s) with the express or implied authority of the Client for the Booking Period, for physical attendance of such individual(s) at the Premises.

**“Confirmed Reservation”** means an acceptance in writing (including by email) by IDRC of a Booking Enquiry once communicated to the Client.

**“Facilities”** means any additional or ancillary service, other than Remote Technology, provided by IDRC in connection with the hire of a Room and/or of any Hybrid Meeting or Virtual Meeting.

**“Hearing Room”** means a room on the Premises used for any form of private or public hearing or meeting, including but not limited to adjudication, arbitration, expert determination, mediation, disciplinary hearing, and public inquiry, for the purposes of physical attendance at the Premises and/or for the purposes of a Hybrid Meeting.

**“Hybrid Meeting”** means any meeting, hearing or conference at which some of the participants are physically present on the Premises and others participate in the meeting, hearing or conference by video or audio connection.

**“IDRC”** means The International Dispute Resolution Centre Limited, a company incorporated in England and Wales under Company number 03691902, whose registered office is the Premises.

**“Invoice”** means an invoice in respect of a Booking addressed to and payable by a Client in accordance with these Terms and Conditions.

**“Joint Booking”** means any Booking in respect of any reservation of Rooms or provision of Facilities where there are two or more Clients.

**“Premises”** means the International Dispute Resolution Centre, 1 Paternoster Lane , London EC4M 7BQ, UK, or any other premises where IDRC provides hearing and conference facilities and related services from time to time.

**“Refreshments”** means any food or beverage provided by IDRC to individuals on behalf of the Client in connection with the hire of any Room.

**“Remote Technology”** means any technical services and related technicians provided by IDRC to enable and to facilitate the participation of any participant in a Hybrid Meeting who is not attending in person, and of all participants in a Virtual Meeting

**“Retiring Room”** means a room on the Premises that is reserved for the use of any third party neutral, including but not limited to arbitrators, mediators, adjudicators, or public inquiry chairs.

**“Room”** means a Client Room or Hearing Room or Retiring Room.

**“Total Cost”** means the total charge for the hire of any Rooms and any Remote Technology in any one Booking or Joint Booking.

**“Virtual Meeting”** means any meeting, hearing or conference at which all participants participate in the meeting, hearing or conference by video or audio connection.

## **2. Bookings**

2.1 For each Booking, the Client accepts sole and exclusive liability for:

2.1.1 the cost of hire of its own Client Room (if attending the Premises in person during the Booking Period) and/or

2.1.2 the cost of the Remote Technology relating to the Client’s remote participation, if any, in a Hybrid Meeting, or

2.1.3 the full cost of the Remote Technology relating to a Virtual Meeting; and

2.1.4 the cost of any Hearing Room and any Retiring Room (if any arbitrator, mediator or other third-party neutral is attending in person) and/or

2.1.5 the cost of the Remote Technology relating to the remote participation, if any, of any such third-party neutral,

unless and until any other Client becomes jointly and severally liable for the Booking in accordance with Clause 2.4.

2.2 Each Booking shall give rise to a binding contract between the Client and IDRC at the time of receipt by the Client of the Confirmed Reservation in respect of that Booking, pursuant to which the Client accepts full and unconditional liability for the payment of any Invoice that conforms to the Booking.

2.3 For any Joint Booking, IDRC shall use reasonable endeavours to ensure that each Client or prospective Client accepts the Confirmed Reservation simultaneously.

2.4 Upon receipt of the acceptance by IDRC from an additional Client (or additional Clients) in respect of a Booking that includes a Hearing Room and/or a Retiring Room, or Remote Technology relating to a Hybrid Meeting or a Virtual Meeting, and which has already been the subject of a Booking by a Client, each Client shall (in addition to any liability in respect of a Client Room or Remote Technology relating to the Client’s remote participation in a Hybrid Meeting) forthwith become jointly and severally liable for:

2.4.1 the hire charges in respect of any Hearing Room and any Retiring Room (if any arbitrator, mediator or other third-party neutral is attending in person) and/or

2.4.2 the cost of the Remote Technology relating to the remote participation, if any, of any such third-party neutral; or

2.4.3 the cost of the Remote Technology relating to a Virtual Meeting,

invoiced in accordance with clause 3 below.

### **3. Charges and Invoices**

3.1 The charges for the hire of Rooms and for the provision of Remote Technology, Facilities and Refreshments shall be in accordance with these Terms and Conditions and, if applicable, with IDRC's published prices at the time of a Booking.

3.2 Within 7 days of a Confirmed Reservation, IDRC shall:

3.2.1 if the Booking is not a Joint Booking, invoice the Client for:

3.2.1.1 the cost of hire of its own Client Room (if attending the Premises in person during the Booking Period), and/or

3.2.1.2 the cost of the Remote Technology relating to the Client's remote participation, if any, in a Hybrid Meeting, or

3.2.1.3 the cost of the Remote Technology relating to a Virtual Meeting, and

3.2.1.4 the cost of hire of any Hearing Room and any Retiring Room (if any arbitrator, mediator or other third-party neutral is attending in person) and/or

3.2.1.5 the cost of the Remote Technology relating to the remote participation, if any, of any such third-party neutral, or

3.2.2 if the Booking is a Joint Booking, invoice each Client for:

3.2.2.1 the cost of hire of its own Client Room (if attending the Premises in person during the Booking Period), and/or

3.2.2.2 the cost of the Remote Technology relating to the Client's remote participation, if any, in a Hybrid Meeting and

3.2.2.3 an equal proportion of the cost of hire of any Hearing Room and any Retiring Room (if any arbitrator, mediator or other third-party neutral is attending in person) and/or

3.2.2.4 an equal proportion of the cost of the Remote Technology relating to the remote participation, if any, of any such third-party neutral; or

3.2.2.5 an equal proportion of the cost of the Remote Technology relating to a Virtual Meeting

(without prejudice to any Client's liability arising under Clause 2.4).

3.3 Where Clause 3.2.1 applies, if and when the Booking becomes a Joint Booking, IDRC shall invoice each additional Client for:

- 3.3.1 the cost of hire of its own Client Room (if attending the Premises in person during the Booking Period), and/or
- 3.3.2 the cost of the Remote Technology relating to its remote participation, if any, in a Hybrid Meeting,
- 3.3.3 an equal proportion with any other Client of the cost of hire of any Hearing Room and any Retiring Room (if any arbitrator, mediator or other third-party neutral is attending in person) and/or
- 3.3.4 an equal proportion with any other Client of the cost of the Remote Technology relating to the remote participation, if any, of any such third-party neutral; or
- 3.3.5 an equal proportion with any other Client of the cost of the Remote Technology relating to a Virtual Meeting,

and IDRC will credit any Client that has been invoiced for the full cost of any of the rooms or services contemplated by Clauses 3.2.1.3; 3.2.1.4 or 3.2.1.5 before the Booking became a Joint Booking, for the proportion of such invoices now rendered to any additional Client in accordance with Clauses 3.3.3; 3.3.4 or 3.3.5; and each Client shall become jointly and severally liable for:

- 3.3.6 the cost of hire of any Hearing Room and any Retiring Room (if any arbitrator, mediator or other third-party neutral is attending in person) and/or
- 3.3.7 the cost of the Remote Technology relating to the remote participation, if any, of any such third-party neutral; or
- 3.3.8 the cost of the Remote Technology relating to a Virtual Meeting,

in accordance with Clause 2.4.

3.4 All Invoices for Rooms and Remote Technology shall be payable in full within 30 days of receipt by the Client, or no later than two days before the first day of the Booking Period, whichever is the earlier.

3.5 In the event that any Invoice for a Room or Remote Technology remains unpaid by the time of the first day of the Booking Period, IDRC reserves the right in its sole discretion to prevent the Client or its authorised representatives from entering upon the Premises.

3.6 Refreshments will be charged on a per head per day basis unless agreed otherwise by the Client and IDRC and will be invoiced by IDRC to each Client according to its consumption.

3.7 Within 21 days of the end of the Booking Period, IDRC shall:

3.7.1 if the Booking is a Joint Booking,

(a) invoice the Clients in equal proportions for any Facilities that have been provided by IDRC on the directions of any third party neutral or by agreement of the Clients, for the payment of which the Clients accept joint and several liability; and

(b) invoice each Client for any Facilities provided by IDRC at the request and for the benefit of that Client, for the payment of which that Client accepts full and unconditional liability; or

3.7.2 if the Booking is not a Joint Booking, invoice the Client for any Facilities provided by IDRC in respect of the Booking, for the payment of which the Client accepts full and unconditional liability.

3.8 In the event the Booking Period is longer than four weeks, IDRC may render Invoices for Facilities monthly during the Booking Period.

3.9 All Invoices for Facilities and Refreshments shall be payable in full within 30 days of receipt by the Client.

3.10 IDRC reserves the right to charge interest on any Invoice that is not paid within 30 days of receipt by the Client at the rate of 3% per annum above the Bank of England Base Rate from time to time, calculated from the 31<sup>st</sup> day after the date of the Invoice, until payment is received by IDRC in full.

#### **4. Cancellation**

4.1 In the event that the Client cancels a Booking prior to the first day of the Booking Period, the Client shall be liable for the following charges:

4.1.1 If the cancellation of the Booking is notified to IDRC more than four clear calendar months prior to the first day of the Booking Period: no charge.

4.1.2 If the cancellation of the Booking is notified to IDRC within four months of the first day of the Booking Period:

(i) where IDRC secures an alternative Booking for any Room or Remote Technology that was the subject of the Booking: no charge; and

(ii) where IDRC does not secure an alternative Booking for any Room or Remote Technology that was the subject of the Booking:

(a) if the cancellation is notified to IDRC more than one calendar month but less than or equal to four calendar months prior to the first day of the Booking Period: a sum equivalent to 50% of the charge for the hire of any Room and/or Remote Technology that was the subject of the Booking; and

(b) if the cancellation is notified to IDRC less than one calendar month prior to the first day of the Booking Period: 100% of the charge for the hire of any Room and/or Remote Technology that was the subject of the Booking.

4.2 In the event of a Client having paid an Invoice in full or in part prior to cancelling the Booking, any balance due to the Client in consequence of Clause 4.1.2 will be refunded to the Client by IDRC within 21 days of the last day of the Booking Period.

4.3 Where the Client cancels the booking of any Facilities, the Client shall be liable to reimburse any costs incurred by IDRC in securing those Facilities or for which IDRC becomes liable to the providers of the Facilities as a result of the cancellation of the Booking.

4.4 Cancellations must be notified to IDRC in writing and will only be effective on the date such notice is received by IDRC.

4.5 If IDRC is prevented from conducting business at the Premises as a result of any damage caused or threatened to the Premises or any other event or circumstance outside its control, it shall be entitled to cancel the whole or a part of the Booking and shall not be liable for any loss suffered by the Client as a consequence of such cancellation.

## **5. Hours of use**

5.1 The Client shall be entitled to occupy any Room that is the subject of a Booking and to avail itself of related Facilities between the hours of 08.00 and 19.00 during the Booking Period, subject to IDRC in its sole discretion, at the request of the Client, extending those hours; any such extension being subject to a pro-rata increase in the Total Cost.

## **6. Security**

6.1 IDRC accepts no responsibility for loss or damage to persons or property on the Premises.

## **7. Vacation of the Premises**

7.1 At the end of the Booking Period, the Client shall immediately vacate, and remove all its property from the Premises.

7.2 IDRC reserves the right to charge the Client in respect of the custody and storage of any items left by the Client on the Premises after the end of the Booking Period.

## **8. Disruption of business**

8.1 IDRC shall take all reasonable steps to ensure that the use of the Premises by the Client is not disrupted or interfered with by any other user of the Premises.

8.2 IDRC reserves the right to cancel any Booking, without compensation or refund to the Client, if the Client or those invited onto the Premises by the Client conduct(s) itself or themselves in a manner likely to cause a nuisance to other users of the Premises, or to disrupt their business on the Premises.

## **9. Damage to the Premises**

9.1 The Client shall treat the Premises and all IDRC's property on the Premises with care. The Client shall be responsible to IDRC for any loss or damage caused to any of IDRC's property by the Client or by any person invited onto the premises by the Client.

## **10. Disposition of business**

10.1 IDRC reserves the right to substitute a Room hired to a Client, but it will only do so when the conduct of the business of IDRC reasonably requires.

## **11. Governing law and Dispute Resolution**

11.1 These Terms and Conditions shall be governed by and interpreted in accordance with English law.

11.2 In the event of a dispute arising out of or in connection with these Terms and Conditions, the Client and IDRC shall use all reasonable efforts to resolve the dispute amicably.

11.3 If the dispute has not been amicably resolved within thirty (30) days of the Client or IDRC giving written notice of a dispute to the other, the Courts of England shall have jurisdiction over such dispute.