

# PIcArbs

## Arbitrators' pack



3rd edition

## INDEX

- 1. The Duties of the PIcArbs Panel Arbitrators**
- 2. The Application to become a PIcArbs Arbitrator**
- 3. How to register as an Arbitrator on the e-filing system**
- 4. Guidelines for Arbitrators on independence and declarations of interest**
- 5. The Acceptance of appointment as an Arbitrator for an arbitration**
- 6. Challenges and resignation of Arbitrators**
- 7. Sources: The Arbitration Act 1996, the Rules and the Arbitration Agreement**
- 8. Communications with the Parties**
- 9. Submitting bills and getting paid**
- 10. Making Awards**
- 11. Help**

# PIcArbs Arbitrators' Pack

3rd edition

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The Personal Injury Claims Arbitration Service Ltd

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A not for profit Company

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# 1. The Duties of PIcArbs Panel Arbitrators

## Duties

S.33 of the Arbitration Act 1996 sets out the duties of PIcArbs Arbitrators:

**“S.33 The General Duty of the tribunal.**

- (1) The tribunal shall—
  - (a) act fairly and impartially as between the Parties, giving each Party a reasonable opportunity of putting his case and dealing with that of his opponent, and
  - (b) adopt procedures suitable to the circumstances of the particular case, avoiding unnecessary delay or expense, so as to provide a fair means for the resolution of the matters falling to be determined.
- (2) The tribunal shall comply with that general duty in conducting the arbitral proceedings, in its decisions on matters of procedure and evidence and in the exercise of all other powers conferred on it.”

## Service Objectives

PIcArbs has the following objectives:

- (1) To provide a fast and efficient service to Parties;
- (2) To facilitate Parties in the resolution of their disputes;
- (3) To fulfil the duties set out in S.33 of the Arbitration Act 1996.

## 2. The application to become a PICArbs Arbitrator

There are 2 panels of PICArbs Arbitrators: the QC panel for cases over £250,000 and the junior barrister panel for cases under £250,000.

To qualify for either panel Arbitrators are invited to apply by the Registrar.

The criteria applied for invitations are that invitations are extended to barristers in established chambers with long experience of personal injury and clinical negligence claims, with a strong reputation for fairness and honesty in their practice inside and outside of their own chambers.

Barristers who have not yet been invited to apply can do so to the Registrar.

If an application is accepted then PICArbs offers training in arbitration once or twice per annum and there is a written examination. If the applicant passes then he/she may be appointed to one of the panels.

The application form which can be downloaded from [www.PICArbs.co.uk](http://www.PICArbs.co.uk) is set out below.

## Application to become a PIcArbs Panel Arbitrator

**NOTE:** please e-mail this to: [registrar@PIcArbs.co.uk](mailto:registrar@PIcArbs.co.uk)

Or post this to: The Registrar, PIcArbs, C/O 9 Gough Square, London, EC4A 3DG

There are 2 panels: one for QCs and one for juniors over 15 years call.

### Details:

Name: ..... QC/Junior  
 Chambers address: .....  
 Chambers e-mail: .....  
 Chambers tel: .....  
 Date of Call: .....

### Qualifications:

### Tick here:

Clause 2 (2) applies (I have passed the PIcArbs Arbitrator Training Exam. Please attach result notification) .....

Clause 2 (3) applies (I will train as a PIcArbs Arbitrator) .....

**Application:** I wish to apply to become a PIcArbs panel Arbitrator and accept the terms and conditions set out below.

Signed .....

Dated .....

### Terms and conditions of the application:

#### 1. Application

- (1) I wish to apply to become a PIcArbs panel Arbitrator.
- (2) My CV setting out my experience in substantial personal injuries and clinical negligence work is online at my chambers website.

#### 2. I certify that:

- (1) **Qualifications and experience in personal injury and clinical negligence work.**
  - a. I am a practicing member of the Bar of England and Wales.
  - b. I am not the subject of any current disciplinary proceedings before the Bar Council or the Bar Standards Board that will or could prevent me acting as an Arbitrator.
  - c. I have more than 15 years experience of doing substantial multi-track personal injury and/or clinical negligence cases
- (2) **Qualifications and experience in arbitrations:**  
I have attended and passed the PIcArbs Arbitrator Training Course ; or
- (3) I will within 6 months of appointment attend the one day PIcArbs Arbitrator Training Course.

### 3. **Appointments**

I agree to be available to accept appointments as a PIcArbs Arbitrator subject to enquiries by PIcArbs with my clerks as to my availability.

### 4. **Conduct as a PIcArbs Arbitrator**

- (1) I will arbitrate PIcArbs arbitrations pursuant to the Arbitration Act 1996 and will comply with S.33 of the Act.
- (2) I will abide by the Rules of the PIcArbs arbitration system as published from time to time at [www.PIcArbs.co.uk](http://www.PIcArbs.co.uk).
- (3) I will deal with PIcArbs arbitrations in a timely way and will not delay the progress of arbitrations;
- (4) I will be fair, honest and helpful to the Parties at all times;
- (5) I will make decisions based on the evidence before me and I will do my utmost to reach decisions which are fair and just between the Parties under the Law;
- (6) I will not drink alcohol whilst acting as a PIcArbs Arbitrator;
- (7) I will not take illegal drugs whilst acting as a PIcArbs Arbitrator;
- (8) I am fit to work as an Arbitrator and I do not have any medical condition which does or could adversely affect my performance as a PIcArbs Arbitrator;
- (9) In addition to my obligations under the PIcArbs Arbitration Rules, I agree that should I be found on the balance of probabilities by the PIcArbs Registrar:
  - a. to have been drinking or taking illegal drugs whilst acting as a PIcArbs Arbitrator;
  - b. to have delayed an arbitration to an unreasonable extent;
  - c. to have failed to provide a decision requested by a Party within 28 days of the end of any interlocutory or final hearing;
  - d. to have been rude or unprofessional in my treatment of any Party to the arbitration;
  - e. to have been debarred or suspended from practice at the Bar;
  - f. to have been made bankrupt;
  - g. to have been convicted of a criminal offence involving dishonesty;
  - h. to have ceased to practice from my chambers and to have failed to join any other well established personal injury or clinical negligence chambers;
  - i. to have acted in any other way which is inconsistent with the position of an independent, impartial, helpful and professional Arbitrator; then PIcArbs may, on the written request of one or more of the Parties to the arbitration (and on payment of the relevant fee to PIcArbs by such Party), terminate my appointment as an Arbitrator and I will be replaced by another PIcArbs panel Arbitrator who will determine the amount of the outstanding fees which should be paid to me in accordance with the PIcArbs Rules.

### 5. **Registering at [www.PIcArbs.co.uk/filing](http://www.PIcArbs.co.uk/filing)**

I agree to register on the above website and to obtain a user name and password and thereafter to communicate through the PIcArbs website with the Parties to any arbitration in which I am appointed. (I note that the Parties can also communicate with my clerks on any diary or availability matter but not for the purpose of filing or serving any pleadings or documents or evidence or applications.)

6. **Awards**

I agree to file a copy of all awards and decisions which I make in any PIcArbs arbitration via the [www.PIcArbs.co.uk/filing](http://www.PIcArbs.co.uk/filing) service.

7. **Fees**

- (1) I will charge fees for all PIcArbs arbitrations in accordance with the Schedule of Fees published from time to time by PIcArbs on their website: [www.PIcArbs.co.uk](http://www.PIcArbs.co.uk).
- (2) I will only charge for the hours of work which I actually do.
- (3) I will send via [www.PIcArbs.co.uk/filing](http://www.PIcArbs.co.uk/filing) the fee notes for all of my work as a PIcArbs Arbitrator to the Parties throughout the arbitration who will pay my fees. Once a settlement or award has been reached or made there shall be an account in relation to my fees between the Parties to be carried out in accordance with my costs order.
- (4) Subject to the PIcArbs Rules, only if the Parties fail to pay my fees within 28 days of the submission of my fee notes shall I seek to enforce my fee direct against the Parties both of whom shall be liable for my fees.

8. **I understand** that PIcArbs reserves the right to accept or reject my application to become an Arbitrator under the PIcArbs system in the absolute discretion of the Registrar.

**End**



### 3. How to register as an Arbitrator on the e-filing system

Registration takes 5 minutes and involves 9 steps. You will need your chambers *website cv link* and your *signed application form* to become a PICArbs Arbitrator in word or pdf.

1. Click on this link: [www.picarbs.co.uk/filing](http://www.picarbs.co.uk/filing)
2. Click "login".
3. Click "register as an Arbitrator".
4. Fill in the online form, make sure you use your work email address and a password with 8 characters containing at least: one number, one capital, and lower case letters too.
5. Browse your computer and upload your signed PICArbs application form to become an Arbitrator.
6. Open another browser (Google) window and find your chambers website CV online. Cut and paste your CV's web address (not the CV itself) into the box in the form and the confirmation box below it.
7. Click "register".
8. Store your password in your phone and in your chambers computer.
9. **Security checks before you can use the system:**
  - 9.1 PICArbs will send you an email. Check you have received the email so that you know your spam filter is not binning these.
  - 9.2 Click the link in the email to confirm your email address is valid. If you don't receive the email check your junk email box or talk to your administrator to ensure PICArbs emails are expressly permitted.
  - 9.2 Then the Registrar filters your application and approves it for security purposes. This will take about 2 days.

END

## 4. Guidelines for Arbitrators on independence and declarations of interest

1. These Guidelines have been drafted and approved by PIcArbs' Steering Committee and represent guidance to Arbitrators and Parties. They are based in part on the Guide to Judicial Conduct issued by the Supreme Court and the IBA Guidelines on Conflicts of Interest in International Arbitration. However, they should be read as Guidelines specifically designed for the present form of arbitration.
2. Each Arbitrator will be required to indicate by filling in the acceptance of appointment form in each case in which he or she is asked to arbitrate that he or she:
  - (a) has read these Guidelines and
  - (b) is satisfied that there is no conflict of interest arising (unless it has been disclosed and the Parties expressly indicate a mutual desire that the Arbitrator should continue to act notwithstanding such declaration and the Arbitrator is willing to continue).
3. If a conflict of interest arises in the course of the arbitration, and the Parties become aware of it, they must promptly draw it to the Arbitrator's attention. Failure to do so is likely to lead the Arbitrator to conclude that the Party now raising the issue has waived any right to object to the Arbitrator continuing to act as such.
4. If the Arbitrator becomes aware of such a conflict in the course of the arbitration, he or she must promptly draw it to the attention of the Parties.
5. A conflict of interest will arise when there is any good reason for the Arbitrator to feel or any Party to the arbitration may reasonably feel that there are circumstances which may compromise the Arbitrator's ability to act independently, impartially and dispassionately in the discharge of his or her duties.
6. A guiding principle should be that, if in doubt, the Arbitrator ought to disclose anything that might reasonably be thought to be relevant and, if in doubt, the Parties should ask if there is something which concerns them.
7. It is not possible to prescribe every possible situation in which impartiality may be or might reasonably be thought to be compromised so that such a conflict of interest

arises. We offer the following examples of circumstances in which such a conflict of interest might exist.

- a. The Arbitrator has a close family relationship with a Party or witness or with the spouse or domestic partner of a partner or witness. In such a case, it is very unlikely that the Arbitrator should continue to act.
- b. The Arbitrator has a close friendship with a Party or with a Party's legal representatives or a witness whose evidence is likely to be controversial or significant. Such a relationship should be disclosed and, if either Party objects to the Arbitrator continuing, he or she should ordinarily stand down. The fact that the Arbitrator and a party's legal representatives are in the same chambers should be disclosed but would not ordinarily be regarded as a good reason for the Arbitrator to recuse himself/herself.
- c. Where an ongoing and substantial commercial relationship exists between the Arbitrator and a Party, it may not be appropriate for the Arbitrator to act unless the nature of that relationship is clearly understood and disclosed to the Parties and they are content that the Arbitrator should continue. For example, an Arbitrator should disclose that he 'does a lot of work for the NHSLA' or for X Insurance Co if such organisations are involved in the arbitration.
- d. Where an ongoing commercial relationship exists between the Arbitrator and the Parties' lawyers, whether there is the potential for a conflict of interest to exist will be infinitely fact-sensitive. There would not ordinarily be any reason for an Arbitrator to disclose that he had worked for the solicitors instructed by one Party or the insurers of another unless the relationship is of such substance as to give rise to a reasonable concern as to the Arbitrator's ability to remain independent and take a dispassionate view of the case. If in doubt, the Arbitrator should explain to the Parties what is the nature of the ongoing commercial relationship in question
- e. The Arbitrator feels any personal animosity towards a Party to or witness in the arbitration.
- f. The Arbitrator has any personal or commercial interest in the outcome. This would include, for example, the situation in which the Arbitrator's shareholding in a company would suffer or benefit from the outcome of the arbitration. It would be very unlikely to include a situation in which the Arbitrator has reason to know that a legal representative in on a CFA and he/she is in the same chambers.

WNQC – 17.11.15

END

## 5. Acceptance of appointment as an Arbitrator for an Arbitration

When an arbitration is started by a party PICArbs will contact the Arbitrators on the relevant panel in rotation and ask by email one by one whether each wishes to take the arbitration. A copy of the filed arbitration agreement will be provided to the Arbitrator who is asked to accept the appointment. If no acceptance is received within 24 hours the next arbitrator on the panel will be contacted. If no acceptance is received reasonably quickly a general email will be sent asking for acceptance.

When an Arbitrator indicates to the Registrar that he will accept the arbitration the Registrar will enter the Arbitrator's name on the arbitration e-file and it will then appear on the Arbitrator's dashboard page in the "accept an appointment" tab.

The Arbitrator must then login, click the "accept an appointment" tab, click on the relevant arbitration and then upload the signed completed acceptance of appointment form. This form includes areas to complete to disclose any conflicts of interest. It also contains the terms of appointment. It is an important document. Once it is uploaded you have been appointed. The system will then notify the Parties of your appointment.

The acceptance of appointment form follows.

Please check whether any of the parties is a child or protected party. At present PICArbs does not recommend arbitration for protected parties.

# Agreement to accept appointment as an Arbitrator for a PIcArbs arbitration

**BETWEEN**

**\* - Claimant**

**and**

**\* - Defendant**

*Please fill in the yellow highlighted parts*

**1. Details of Proposed Arbitrator:**

Name:   
 Chambers:   
 Email address for service and access to the online arbitration file:   
 I am a fully trained and certified PIcArbs panel Arbitrator:  Yes/No

**2. Proposed arbitration:**

I have been asked by the Parties above or PIcArbs Registrar to be the Arbitrator  
 Arbitration number (if known):  D ...

**3. I Agree** to accept appointment as the Arbitrator in the above arbitration under the PIcArbs Rules and the terms and conditions below.

Signed:

Dated:

**4. Disclosure of potential conflicts of interest or matters which may concern the Parties:**

- Here write any potential conflicts of interest or other matters which the Parties may want to know before confirming your appointment as Arbitrator.
- Please read the IBA guidance on conflicts of interest for Arbitrators.
- Potential matters are:  
*A solicitor who is involved in the arbitration regularly instructs you or is a friend or related to you.*  
*A barrister representing a Party is a friend of yours or in your chambers or related to you.*  
*An expert in the arbitration is a friend of yours or related to you.*

**Write here .....**

*End of your disclosure section*

**Terms and Conditions**

**5. Method of Appointment**

The Parties to this proposed arbitration have entered a PIcArbs Arbitration Agreement and either:

- 5.1 the Parties have chosen me as their proposed Arbitrator or
- 5.2 the Parties have asked the PIcArbs Registrar to appoint an Arbitrator and the Registrar has asked me to accept the appointment for this arbitration.

**6. I certify that**

**6.1 Independence**

I am independent of the Parties, am not related to any of the Parties and have no financial interest in any of the Parties and that I know of no reason why I should not act as an independent Arbitrator in the above stated case.

**6.2 Qualifications and experience in personal injury and clinical negligence work**

- a. I am a practicing member of the bar of England and Wales.
- b. I am not the subject of any current disciplinary proceedings before the Bar Council or the Bar Standards Board which will or may affect my ability to act as an Arbitrator.
- c. I have more than 15 years experience of doing substantial multi-track personal injury and/or clinical negligence cases.

***NOTE 1:** If you have not yet been applied to be appointed to the PIcArbs panels you do not have to be to accept appointment for this arbitration. However if you wish to join the panel please fill in the application form which is available to be down loaded from the website: [www.PIcArbs.co.uk](http://www.PIcArbs.co.uk) and then register at [www.PIcArbs.co.uk/filing](http://www.PIcArbs.co.uk/filing) and send the registrar the form. You may then be accepted by the Registrar as a PIcArbs Panel Arbitrator once you have been trained and qualified.*

**7. Conduct as a PIcArbs Arbitrator**

**I agree that:**

- 7.1 I will act as an Arbitrator under the Arbitration Act 1996 and will faithfully discharge my duties under S.33 in particular.
- 7.2 I will abide by the Rules of the PIcArbs arbitration system as published from time to time at [www.PIcArbs.co.uk](http://www.PIcArbs.co.uk).
- 7.3 I will deal with PIcArbs arbitrations in a timely fashion;
- 7.4 I will not delay the progress of arbitrations;
- 7.5 I will be fair, honest and helpful to the Parties at all times;
- 7.6 I will make decisions based on the evidence before me and I will do my utmost to reach decisions which are fair and just between the Parties under the Law;
- 7.7 I will never drink alcohol whilst acting as a PIcArbs Arbitrator;
- 7.8 I will never take illegal drugs whilst acting as a PIcArbs Arbitrator;
- 7.9 I am fit to act as an Arbitrator in this arbitration and do not have any relevant health problems which do or would affect my performance as a PIcArbs Arbitrator;
- 7.10 I agree that should I be found on the balance of probabilities by PIcArbs :
  - 1) to have been drinking or taking drugs whilst acting as a PIcArbs Arbitrator;
  - 2) to have delayed an arbitration to an unreasonable extent;
  - 3) to have failed to provide a decision requested by a Party within 28 days of the end of the hearing or determination date;
  - 4) to have been rude or unprofessional in my treatment of a Party to the arbitration;
  - 5) to have been debarred or suspended from practice at the Bar;
  - 6) to have been sacked from my chambers;
  - 7) to have been declared bankrupt;
  - 8) to have acted in any other way which is clearly inconsistent with the position of an impartial, helpful and professional Arbitrator;
 then PIcArbs may, on the written request of one or more of the Parties to the arbitration (an on payment of the PIcArbs application fee), terminate my appointment as an Arbitrator and I will be replaced by another PIcArbs Arbitrator who will determine the amount of my outstanding fees which should be paid to me in according with the PIcArbs Rules.

## 8. **Registering at [www.PIcArbs.co.uk/filing](http://www.PIcArbs.co.uk/filing) and communicating with the Parties**

I have registered on the above website and obtained a user name and password and am filing this form at [www.PIcArbs.co.uk/filing](http://www.PIcArbs.co.uk/filing) or I will do so forthwith.

I will communicate through the website with the Parties to any arbitration. (It is noted that the Parties can also communicate with my clerks on any diary or availability matter but not for the purpose of filing or serving any pleadings or documents or evidence or applications.)

## 9. **Awards**

I agree to file a copy of all awards and decisions which I make in any PIcArbs arbitration via the [www.PIcArbs.co.uk/filing](http://www.PIcArbs.co.uk/filing) service.

## 10. **Fees**

- 10.1 I will charge the Parties fees for this PIcArbs arbitration in accordance with the Schedule of Fees published from time to time by PIcArbs on their website: [www.PIcArbs.co.uk](http://www.PIcArbs.co.uk).
- 10.2 I will only charge for the hours of work which I actually do.
- 10.3 I will send the fee notes for all of my work as a PIcArbs Arbitrator to the Parties throughout the arbitration who will pay my fees. Once a settlement or award has been made there shall be an account in relation to my fees between the Parties.
- 10.4 Only if the Parties fail to pay my fees within 28 days of the submission of my fee notes shall I seek to enforce my fee direct against the Parties both of whom shall be liable for my fees.
- 10.5 I am entitled to withhold any Award I make until payment of my fees.
- 10.6 Unless the Parties have agreed otherwise in their Arbitration Agreement for this arbitration each Party will be jointly and severally liable for the whole of my fees.
- 10.7 I am empowered to charge fees on account to the Parties and may do so on a reasonable basis for prospective work which the Parties have requested.

**Note for Arbitrator:**

*Please register and file this on the [www.PIcArbs.co.uk/filing](http://www.PIcArbs.co.uk/filing) system in the file for this individual arbitration or provide this to the Parties and the Registrar.*

**End**



## 6. Challenges and resignation of Arbitrators

Under **Rule 10** of the PICArbs Rules the Parties may complain about their Arbitrator or the Arbitrator may resign for various reasons including ill health and retirement from practice.

When a Party lodges a complaint through the e-filing system the Registrar will inform the Arbitrator and will invite the Arbitrator to provide his/her comments on the challenge.

The Registrar will then make a decision on continuing the Arbitrators appointment or upon removal.

If there is a complaint based upon lack of perceived impartiality the Arbitrator should think carefully about whether depending on the circumstances of the complaint, the Parties would be better served by a replacement from the Panel.

## 7. SOURCES: The Arbitration Act 1996, the Rules and the Agreement

All PicArbs arbitrations are governed by and run under the **Arbitration Act 1996**, the **PicArbs Rules** and the individual **Arbitration Agreement** made by the Parties.

The Arbitration Agreement for each arbitration is filed on the e-filing system under the relevant arbitration name and number and you can find this on your dashboard by clicking the “My Arbitrations” tab.

The Rules are available at all times at [www.picarbs.co.uk](http://www.picarbs.co.uk) on the downloads page.

All Panel Arbitrators must have up to date copies of all of the above documents available during all arbitration proceedings.

Panel Arbitrators should also have an up to date copy of **Russell on Arbitration** published by Lexis Nexis and of the up to date **Civil Procedure Rules**.

## 8. Communications with the Parties

PIcArbs Arbitrators must communicate with the Parties only via the e-filing system which stores copies of all communications online and is available for both Parties to see.

Arbitrators should not communicate only with one Party alone at any time and shall not communicate outside the e-filing system with any Party alone at any time.

Arbitrators' clerks can communicate in the normal way with any Party for the purpose of arranging hearing dates and billing and fee enquiries and requiring paperwork other procedural arrangements.

## 9. Submitting bills and getting paid

PIcArbs Arbitrators agree when they are appointed to charge the fixed hourly rates offered by the system and these are published from time to time at [www.PIcArbs.co.uk](http://www.PIcArbs.co.uk) on the downloads page.

The terms of the appointment of PIcArbs Arbitrators allow Arbitrators to submit fee notes after each piece of work and require the Parties to pay within 28 days.

Unless the Parties agree otherwise the Parties are jointly liable for the Arbitrator's fees as the arbitration goes along. At the end of the arbitration the final award will include provision for who pays the Arbitrator's fees. Usually the loser pays. After the final costs order the Parties settle up between themselves the account for the jointly paid fees.

The Arbitrator's fee notes should be addressed to both Parties and may be sent through the e-filing system but do not have to be.

Although the PIcArbs Rules provide Arbitrators with the power to charge their fees in advance before any hearing, this type of direction should generally not to be used by PIcArbs Arbitrators in the normal course of most arbitrations. It is only to be exercised if the Parties default in paying the Arbitrators fees in the course of the arbitration and the Arbitrator considers that there is a risk that he will not be paid.

Arbitrators can sue for their outstanding fees.

## 10. Making Awards

### Timing of delivery of Awards

PIcArbs Arbitrators are required by the PIcArbs rules to deliver their awards whether interim, partial or final within 28 days of the hearing. This time scale is very important. Firstly, it is set in the Rules and if broken the award is a nullity. Secondly, speed of delivery of the service is one of the main reasons why Parties use arbitration instead of civil litigation.

### Transcripts of hearings

In all hearings consider asking the parties to record the hearing and to make a transcript of the evidence for you and ask the parties to agree to extend the time for delivery of the award until 28 days after you receive the transcript.

### Form or awards

Set out below is a standard form of award for Arbitrators to use as a template.

---

PIcArbs Arbitration number: \*

IN THE MATTER OF AN ARBITRATION UNDER THE ARBITRATION ACT 1996

AND UNDER THE PIcArbs RULES

BETWEEN:

\*

Claimant

And

\*

Defendant

---

**Final/Subject to costs/Partial/Interim**

**Award**

---

*If the award which you make is final you become functus. If you still have to decide costs or any other matter make the award Partial.*

*Bear in mind the PIcArbs Rules require the award by 28 days after the hearing. You must ask the Parties for permission if you are not going to be able to deliver on time. A later award is a nullity. Ask for 28 days after receipt of the transcript of evidence.*

## **PART A: INTRODUCTION (THE PRELIMINARY AND FORMAL MATTERS)**

The preliminary matters are set out in **Appendix 1** attached hereto.

### **the pleadings:**

The Claimant's pleaded case is that: \*

The Defendant's pleaded case is that: \*

### **the procedural chronology of the arbitration**

The procedural chronology is set out in the online file but in summary it is set out below.

Directions and orders made: \*

ENE made: \*

### **the facts and matters which are not disputed or are agreed**

\*

### **the issues**

I asked the Parties to list the issues and they did as follows:

\*

### **the relevant law**

\*

## **PART B: REASONS**

### **the analysis of the issues**

The Claimant submitted:

\*

The Defendant submitted:

\*

### **the rulings**

#### **Governing Law:**

The governing Law of the arbitration is the Law of England and Wales \* or I determine that

...

#### **Liability:**

\*

#### **Causation:**

\*

#### **Damages:**

\*

#### **A: Pain, suffering and loss of amenity**

Interest thereon

#### **B: Past loss and expense**

Interest thereon

#### **C: Future loss and expense**

**Total award of damages:**

**Currency:** \* Sterling.

**Taxation:** (Arbitration awards are not subject to taxation).

**Award of COSTS (LEGAL AND OTHER):**

*Bear in mind that there may have been Calderbank or part 36 style offers so make the award partial to avoid Functus.*

I take into account the following Calderbank or Part 36 offers made by the Parties:

\*

(Subject to the hourly rates agreed in the Arbitration Agreement made between the Parties).

My award relating to the legal costs of the arbitration is as follows: ....

*Or I will hear argument from the Parties on costs on a date to be agreed after this partial award is delivered.*

**Award of Arbitrators fees and PIcArbs fees:**

My award relating to the costs of the arbitration (Arbitrators fees, PIcArbs fees etc) is as follows: ....

The costs of the arbitration are set out below:

Arbitrators fees: total £ .....

**PIcArbs** fees for starting the arbitration: £1,600 + VAT

**PIcArbs** fees for applications to remove the arbitrator: £1,000 + Vat \* *cross out*

**Date for payment:**

\*

**Interest on late payment:**

\* shall pay interest at the Judgement Debt rate published from time to time on late payment of any sums in damages or costs or otherwise awarded under this award.

**Assessment of costs:**

I have not assessed the costs.

Either:

If the Parties cannot agree the assessment of costs then the costs will either be assessed by the courts pursuant to S.63 of the Arbitration Act 1996; or the Parties may agree to arbitrate or mediate costs through CADR.

Or

the Parties have agreed to arbitrate the costs using the CADR system as set out in the Arbitration Agreement.

**PART C - OPERATIVE PART OF THE AWARD:**

**ACCORDINGLY, I AWARD, DECLARE AND ORDER AS FOLLOWS: :**

- 1.
- 2.
- 3.
- 4.

- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**This Final/Partial/Interim Award is made by me on [date] at London**

**SIGNATURE BLOCK**

Signed in **BLUE INK:** .....

Name in print: .....

PICArbs panel Arbitrator

On (date):.....

Made At:    London

Appendix 1 is attached



## APPENDIX 1

### PRELIMINARY and FORMAL MATTERS

#### **PARTIES:**

Claimant: stated above.

Represented by: \*

Solicitor: \*

Solicitors firm: \*

Counsel: \*

Defendant: stated above.

Represented by: \*

Solicitor: \*

Solicitors firm: \*

Counsel: \*

#### **ARBITRATION AGREEMENT:**

Filed online, signed by both Parties and dated: \*

#### **METHOD OF MY APPOINTMENT:**

Nomination: by agreement of Parties

Or

/PlcArbs panel selection.

**SEAT OF ARBITRATION:** London, the applicable law of the arbitration is the Law of England and Wales.

#### **PLACE AND DATE OF FINAL HEARING:**

\*

#### **REPRESENTATION AT HEARING:**

As stated above.

#### **WITNESSES WHO GAVE EVIDENCE AT THE HEARING:**

Oral evidence was heard from:

\*

Written evidence was presented from:

\*

#### **VIDEOS OR ELECTRONIC MEDIA VIEWED AT THE HEARING:**

\*

#### **DOCUMENTS PRESENTED AT THE HEARING:**

\*

#### **AT THE END OF THE HEARING:**

I asked the Parties if they had anything else they wanted to say and asked if there was any issue which they considered had not been covered. They confirmed to me that there were no outstanding issues they wishes to raise and nothing else which they wished to submit.

**End**

## 11.If you need help

The steering committee of the Panels consists of the Registrar, James Rowley QC, and William Norris QC. All panel Arbitrators are welcome at any time to seek advice from the committee or any of its members.

### Steering Committee contact details:

Registrar: Andrew Ritchie QC

Tel: 0207 832 0500

e-mail: [registrar@picarbs.co.uk](mailto:registrar@picarbs.co.uk)

Mail: 9 Gough Square, London, EC4A 3DG

James Rowley QC: [James.Rowley@byromstreet.com](mailto:James.Rowley@byromstreet.com)

William Norris QC: [william.norris@39essex.com](mailto:william.norris@39essex.com)

END

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