

Terms and Conditions of all PlcArbs e-filing User Agreements

Registered Users

By registering as a User (being the person and the firm applying to register online) you agree to the following terms and conditions which take effect on the moment that the User is given access to the PlcArbs e-filing system.

Registering as a User of the PlcArbs e-filing system

1. To use the PlcArbs e-filing and e-service software you will need to register at www.PlcArbs.co.uk/filing by providing accurate details on the registration page and creating a user name and password and agreeing to these terms and confirming your email address.

(Please keep your User name and password secret).

Commencement Fee

2. On registration as a User you pay nothing. On starting an arbitration you will incur a Commencement Fee to PlcArbs. This covers (a) the registration of you and/or your firm administrator as Users and (b) the opening of the individual arbitration file to commence the individual arbitration, and (c) the registration of your chosen arbitrator or the selection and appointment of a PlcArbs panel arbitrator (d) access to the PlcArbs e-filing system throughout the arbitration.
3. After commencement of each arbitration PlcArbs will provide each user with access to the PlcArbs e-filing and e-service system
4. The Commencement Fee is payable on starting the individual arbitration on the e-filing system. An invoice will be sent electronically to the User. Payment must be made by bank transfer forthwith to PlcArbs bank account.
5. Interest is charged on the late payment of any Commencement Fee at 10% above the Bank of England base rate.

You as a User agree as follows

6.

Rules

- (1) to abide by the PlcArbs Rules published at the time of registration and the amendments made to those Rules from time to time thereafter and published at www.PlcArbs.co.uk; and

Payments

- (2) to pay (by bank transfer) the relevant fees under the PlcArbs Rules for starting an arbitration and for any application to remove or complain about an arbitrator forthwith on receipt of an invoice; and

Failure to pay fees

- (3) if any User fails to pay any filing fees when they fall due then PlcArbs is entitled to withdraw the User's access to the e-filing system and interest is charged on the late payment of any Commencement Fee at 10% above the Bank of England base rate; and

Permitting access

- (4) accurately and carefully to fill in the *starting an arbitration online form* so as to ensure that you permit the other parties lawyers and the Arbitrator and the counsel involved in the case proper access to the system forthwith by provision of correct email addresses; and

e-filing

- (5) to file and serve all documents in all PlcArbs arbitrations through the PlcArbs e-filing system; and

Software integrity

- (6) not to and not to try to copy or emulate the PlcArbs e-filing software and not to cause any third party to do so; and

Professional communication

- (7) not to send any insulting or abusive or rude communication through the e-filing service and never to use the service for private communications. The service is for arbitrations only. If such communications are sent then PlcArbs reserves the right to terminate the User's access and another User from the firm will have to register; and

Viruses

- (8) to bear responsibility for the virus free cleanliness of the documents which you upload. PlcArbs shall not bear any liability whatsoever if a User uploads a document which infected with a virus or damaging macro or other damaging content and that document is then downloaded by another User and causes damage of some sort. The e-filing system is a filing system not a filtering system; and

Communication with the Registrar

- (9) to permit PlcArbs to contact the User to keep the User up to date with the PlcArbs Rules and procedures and charges and to effect service of all notices sent under the terms of this User Agreement to the User's email address; and

Tampering

- (10) not to alter the registered user details of any other party to any individual arbitration or any solicitor or counsel or arbitrator with access to any individual arbitration, unless permitted by that person so to do; and

Service

- (11) to treat uploading a document onto the e-filing system as good service by all Users and to accept that uploading onto the e-filing system by all other parties to the arbitration is good service on the User; and

Spam & Virus filters

- (12) to ensure that emails from PlcArbs are enabled by the User's spam and virus filters; and

Non receipt of emails

- (13) to accept that email notification of e-filing and service on the User will be given by PlcArbs through the PlcArbs e-filing system to the User's registered email address and the User agrees that service takes place when the document is uploaded by any User and the notification by email from PlcArbs has been sent by PlcArbs to the Users registered email address whether it is received there or not.

Security

- (14) not to leave the e-filing platform open on the User's computer whilst the User leaves his desk for any period of time, but instead to log off immediately before leaving the computer.

Type of Documents you can file

- (15) PlcArbs system caters for the following types of documents & photos & videos: Word, PDF, Richmond Text Format, Excel, Jpeg, WMV. Please ensure you only upload such documents.

Data protection processing consent

- (16) that PlcArbs is permitted to hold and process the data in the filed Arbitration Agreement and the data entered onto the system by you as a User and entered in 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 dates of interim orders and final awards made in your arbitrations and the date of the end of each arbitration.
- (17) that the PlcArbs e-filing system will store all of their e-filed documents, some containing specific identifiable health data concerned with the arbitrations. PlcArbs will store but will not use or process the information in these documents in any way beyond e-storage for the arbitration.
- (18) understand that no data will be shared by PlcArbs with any person other than those registered by the parties as users for each individual arbitration and their firm administrators.

PlcArbs responsibilities for registration, appointment and commencement

7. In consideration for the User paying the Commencement Fee PlcArbs will register his or her details as a User and will create an individual User page. In addition PlcArbs will create an arbitration number and create an individual e-file for the arbitration. In addition PlcArbs will appoint the parties chosen

arbitrator or will chose a panel arbitrator for the arbitration and will notify the parties of the appointment.

PICArbs e-filing service for PICArbs Users

8. The e-filing software is provided by PICArbs to assist the User in each arbitration.
9. PICArbs will make all reasonable efforts to ensure that the e-filing and service software is fully functioning during work hours (9am to 5 pm) 5 days per week (and out of normal working hours too if possible) save as follows:
 - (1) when PICArbs' storage provider's facilities are interrupted;
 - (2) when PICArbs' storage provider's internet facilities are interrupted;
 - (3) when the power is cut in any link in the chain necessary to provide the online service;
 - (4) when any Government or terrorist action prevents the provision of the service;
 - (5) when the e-filing website is being upgraded or repaired or maintained which will usually occur over a weekend or overnight between 6 pm and 9 am on any day of the week but may overrun into working hours.
10. The User hereby permits PICArbs to store the documents which the User files for the duration of the individual arbitration and any subsequent costs arbitration and warrants that the User has permission from the party which he/she represents to e-file all such documents.
11. The User will keep electronic "back up" copies of all documents which the User has filed through the PICArbs e-filing system and of all documents which have been filed or served by any other User in all individual arbitrations in which the User is involved.
12. 28 days after any final settlement is reached in any individual arbitration or after any final award (so at the termination of each individual arbitration) PICArbs will entitled to and shall destroy the arbitration e-file without further notice unless the Users have agreed to arbitrate their costs through CADR in which case the file will be maintained until 28 days after the costs are settled or determined.
13. PICArbs will make all reasonable efforts to ensure that the e-filing system is as secure as reasonable industry standards require.
14. PICArbs shall not be liable for any damages or costs if the User's user name and password are hacked, stolen, or used by another person and in some way any particular arbitration is interfered with.
15. PICArbs shall only use the data provided by Users for the purposes of the individual arbitrations and the proper functioning of the system for the Use. Users agree that PICArbs may store User's data on the UK servers used by the PICArbs e-filing system until such time as it is deleted as set out in these terms.

Cessation of e-filing service

16. PICArbs will not be liable to the User in damages or costs for any break in the e-filing service:
 - (1) for any reason beyond its control; and
 - (2) no liability will flow from PICArbs own failure for any reason or for any period to provide the e-filing service.
17. The User acknowledges that the PICArbs may withdraw the e-filing service on 4 weeks notice at any time.
18. If PICArbs software or data storage service providers should at any time in future cease to provide the current e-filing service for any reason then the User agrees that PICArbs may either at its absolute discretion:
 - (1) recreate the PICArbs e-filing service by using a different or substitute software provider; or
 - (2) notify the User that e-filing is no longer available and the User will continue the arbitration on paper. In this event the e-filed documents for each individual arbitration will all be destroyed forthwith by PICArbs.
 - (3) Because each User is required to keep back up copies of all e-filed documents and communications on each individual arbitration file PICArbs shall not be liable to return any copies of e-filed documents to any User.
19. No liability will attach to PICArbs for the cessation of the e-filing service in any circumstances. All arbitrations will continue on paper in any event.

Substitute software

20. In the event of 17 occurring PlcArbs will notify the User that PlcArbs is making efforts to arrange for the redesign and recreation of the PlcArbs e-filing software and to provide it to the User within 56 days.
21. In these circumstances no guarantee is given by PlcArbs that there will not be a gap in the provision of the service and no liability will follow if there is a service gap.
22. If PlcArbs is unable for any reason to re-create and to provide the e-filing service after the 56th day of any such service gap then PlcArbs will notify the User forthwith and the e-filing service will terminate without any liability between the User and PlcArbs.

Valid from 1 Jan 2018

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