

Falcon Chambers CRCA Arbitration Agreement

In the matter of a Falcon Chambers CRCA Arbitration

Between

Applicant

and

Respondent

Parties

1. The Applicant of [address]:

is represented by

Solicitors/Surveyors.

2. The Respondent of [address]:

is represented by

Solicitors/Surveyors.

Dispute

3. The Applicant and the Respondent (jointly “the Parties”) are in dispute concerning arrears of commercial rent (“the Dispute”). Please insert brief summary below.

Arbitration Agreement

4. The Parties agree to resolve the Dispute by arbitration in accordance with the Commercial Rent (Coronavirus) Act 2022 and the Arbitration Act 1996.

Appointment

5. The Parties hereby request the appointment of

of Falcon Chambers (“the Arbitrator”) to give a reasoned Award concerning the Dispute.

6. The Appointment shall take effect once the Arbitrator has electronically counter-signed and returned a copy of this Arbitration Agreement by email to each of the Parties, and upon payment by the Applicant to the FCA Arbitration Clerk of the Arbitrator’s fees plus VAT and an administration fee of £100 plus VAT.

Conduct of the Arbitration

7. Any communications between a Party and the Arbitrator shall be by email, and shall be copied to the other Party. Emails to the Arbitrator shall be sent to ArbitrationClerk@falcon-chambersarbitration.com.
8. All the documents that are necessary for the Arbitrator to decide the matters in dispute, including the parties’ Formal Proposals, shall be set out in a bundle or bundles, which shall be delivered to the Falcon Chambers Arbitration Clerk by email to ArbitrationClerk@falcon-chambersarbitration.com.
9. The arbitration shall take the form of a consideration on papers only, unless either party requests an oral hearing, in which case the Arbitrator will give such further directions for the conduct of that hearing as are appropriate.

Fees and costs

10. If the arbitration settles before publication of the Award, or if the application is dismissed:
- (a) the Arbitrator’s fee may be reduced according to time spent by reference to his or her normal hourly rate;
 - (b) the terms of settlement shall be notified to the Arbitrator, who will, if the parties wish, upon payment of the fee, issue an Agreed Award incorporating the agreed terms of settlement.
11. The above fees are exclusive of any costs of hiring a venue or refreshments for any hearing which, if organised through FCA, shall be agreed separately with the Falcon Chambers Arbitration Clerk.

Signed on by:

for and on behalf of the Applicant

for and on behalf of the Respondent

I accept the appointment as arbitrator in accordance with this agreement.

Arbitrator