

Travel Arbitration Commercial Services Arbitration Service 2020

First Edition (6 October 2020)

Introduction

The Travel Arbitration Commercial Services Arbitration Service First Edition (TACS Arbitration) has been developed by Hunt ADR Limited (Hunt ADR / we / us) to resolve commercial disputes involving businesses operating in and around the travel industry, including but not limited to

- Tour operators and travel agents (including cruise lines)
- Airlines and airports
- Domestic and international hotels
- B&Bs, Guest Houses and private rentals as holiday and overnight accommodation
- Hospitality
- Theme parks and attractions

TACS Arbitration allows for private and confidential resolution of commercial business disputes using documents only arbitration with arbitrators who are qualified, experienced travel industry specialists.

It is a documents-only process for disputes of up to £500,000, with arbitration fees capped as follows:

- Total claim value (including counterclaim if any) of up to £100,000: Fee capped at £1,250 plus VAT
- Total claim value (including counterclaim if any) of between £100,001 and £250,000: Fee capped at £2,250 plus VAT
- Total claim value (including counterclaim if any) of between £250,001 and £500,000: Fee capped at £3,250 plus VAT
- For disputes in excess of £500,000 or where a hearing is required, please contact us for a quote.



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Rules

1. These Rules apply to arbitrations under TACS Arbitration.
2. TACS Arbitration has been developed to provide simple, cost-effective, documents-only resolution of disputes by a sole arbitrator and is managed online by:
 - (a) Registering at <https://oneplatform.disputesefiling.com/> (the Platform).
 - (b) Submitting an Arbitration Notice direct to admin@travelarbitration.co.uk for our administration team to upload to the platform in the first instance.

All documents are to be filed (uploaded) on to the Platform, which is simple to use with familiar tools to upload, download and view documents and start new cases. Support is available via the red button on the Platform marked 'Support' in the top right-hand corner of each page of the Platform.

3. The arbitration commences when we write to the parties confirming receipt of the Arbitration Notice. Model Arbitration Notices are attached to these Rules.
4. If there is a contractual agreement between the parties to refer disputes to arbitration and TACS Arbitration is either named in the contract or the contract is silent in relation to the name of the arbitration provider, the arbitration can commence with a Unilateral Notice.
5. The Arbitration Notice should be uploaded together with:
 - 5.1. copies of relevant contractual documents, including a copy of the contractual agreement between the parties to refer their dispute to arbitration; and,
 - 5.2. a copy of the Applicant's Statement of Claim (the Applicant is hereby referred to

- as 'The Claimant'); and
- 5.3. the Payment Form attached to these Rules. The amount to be paid and the payment method are set out in the Payment Form. If the parties are sharing the fee for the arbitration an invoice will be issued to the Respondent for their share of the fee. If the whole fee is paid by the Claimant the Arbitrator will deal with any provision for repayment of the fee in the Award
 6. Within 21 days of the commencement of the arbitration, the Respondent should send to both us and to the Claimant, a Statement of Defence (and Counterclaim, if applicable).
 7. If a Counterclaim is submitted by the Respondent, but the Respondent fails to pay the fee required under paragraph 5.3, the Respondent's Counterclaim may be treated by us and the Arbitrator as withdrawn.
 8. Failure by the Respondent to pay any or all of the fee required under paragraph 6.3 may result in us directing the Claimant to pay the remainder of the fee due. Any payment made by the Claimant on behalf of the Respondent will be treated as a debt which the Claimant is entitled to recover immediately from the defaulting Respondent.
 9. Having first completed a conflict, availability and willingness check, we will appoint the Arbitrator from our Panel of Arbitrators within 10 working days of commencement of the arbitration, and the Arbitrator's details will then be notified to the parties. If mediation had previously been attempted by the parties the Arbitrator will not be the same person as had previously acted as Mediator.
 10. The Arbitrator will issue a timetable for the arbitration within 10 working days of their appointment. All procedural matters are at the discretion of the Arbitrator.
 11. The Statements of Case (e.g. the Claim, Defence, and Response) must each be signed and dated by a duly authorised representative of the party concerned. All witness statements (if any) must be signed and dated by the witness.
 12. It is for the Arbitrator to decide if one side can recover from the other the fee paid to Hunt ADR for the arbitration. Unless the parties agree otherwise, one side shall not recover more than the fixed fee paid by them plus the fixed fee paid by the other party (if any) towards their costs of the arbitration.
 13. The Arbitrator will upload a written, reasoned Award into the Final Outcome Document drawer of the Filing Cabinet on the Platform. The Award will be signed and dated by the Arbitrator and will be final and legally binding.
 14. If the parties settle their dispute after commencing the arbitration, they must inform us and the Arbitrator, if appointed, immediately.

15. The Arbitration Act 1996 (the Act) or any amendments to the Act, or alternative substitute legislation, shall apply to the arbitration, and the Arbitrator shall have all the powers available to an Arbitrator under that Act.
16. All communications must be in writing and are only effective if uploaded to the Platform into the Miscellaneous Communications drawer of the Filing Cabinet.
17. In accordance with Section 74 of the Arbitration Act 1996 neither we nor any of our officers, agents, or employees will be liable for anything done or omitted to be done in the appointment or nomination of an Arbitrator under TACS Arbitration or in respect of the administration of TACS Arbitration, unless the act or omission was shown to be in bad faith. Neither we nor our officers, agents, or employees shall be liable for anything done or omitted to be done by an Arbitrator nominated or appointed by us under TACS Arbitration (or our employees or agents) in the discharge or purported discharge. These provisions apply to an employee or agent of Hunt ADR Limited as they apply to Hunt ADR itself.
18. The Arbitrator is not liable for anything done or omitted in the discharge or purported discharge of his / her functions as arbitrator unless the act or omission is shown to have been in bad faith.



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Model Arbitration Notices

It is the responsibility of the parties to ensure that this Arbitration Notice is completed correctly and to file the correct papers and payment relating to this dispute.

In the matter of a dispute between the following:

Applicant / First Party**	Respondent / Second Party**
Address	Address
Phone	Phone
Email	Email
Represented by**	Represented by**
Address	Address
Phone	Phone
Email	Email

****Delete as applicable or add, if necessary, names of other parties or representatives**

Brief details of the dispute

Please provide a brief summary of the dispute, the issues to be determined and the relief sought.

Amount in dispute (if appropriate)

Please complete either part A or B below.

Part A - Unilateral Notice for the Appointment of an Arbitrator

1. An agreement between the parties dated/...../..... allows for or includes the provision that in the event of a dispute, the dispute shall be determined by TACS Arbitration by reference or by default of any other provider being named.
2. A copy of the relevant section of the agreement is attached and clearly marked.
3. Any condition precedent to the right of either party to serve a Unilateral Notice for the Appointment of an Arbitrator has been satisfied and particulars of this, if any, are attached.
4. A copy of this Unilateral Notice and all accompanying documents must be uploaded to the Platform to have effect.
5. It is further agreed as a condition of such an appointment that the Party completing the Unilateral Notice shall:
 - a. Pay the TACS Arbitration fixed fees, whether or not any Award is made;
 - b. Make such payment(s) within the timeframe prescribed under the TACS Arbitration Rules, or any longer timeframe permitted by Hunt ADR or the Arbitrator; and
 - c. Inform the Arbitrator and Hunt ADR promptly in the event of settlement of the dispute.
6. It is acknowledged that Hunt ADR is not liable, by reason of having appointed or nominated the arbitrator, for anything done or omitted to be done by the arbitrator in the discharge or the purported discharge of his or her functions.
7. The Arbitration Fee is payable with this Unilateral Notice. Payment must be made into the account of Hunt ADR Limited as instructed on the attached Payment Form. Please submit all relevant forms and documents by uploading to the Platform.

Signed:

Name:

Capacity:

Date:

On or for and on behalf of the Claimant

Part B – Arbitration Notice for Appointment of an Arbitrator

1. The parties hereby apply to Hunt ADR for their dispute (particulars of which are attached) to be referred to TACS Arbitration for determination by an arbitrator appointed for that purpose by Hunt ADR.
2. Items 4-7 of Part A also apply as a condition to an appointment under Part B.

Signed:

Name:

Capacity:

Date:

On or for and on behalf of the Claimant

Signed:

Name:

Capacity:

Date:

On or for and on behalf of the Respondent



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Payment Form

This Payment Form is for use by applicants applying to use TACS Arbitration. Payment will be taken using secure WorldPay facilities which comply with all relevant data protection legislation. All information recorded on this form is necessary in order for us to properly process a payment and this form will be destroyed once payment is taken. Please complete the form carefully in block capitals.

Personal Details

Name _____

Email _____ Telephone _____

Address _____

Payment Details

Payment Method (state Credit Card or Debit Card) _____

Amount to be taken including VAT is (delete as appropriate) £1,500 | £2,700 | £3,900

Name on Card _____

Card Number _____

Security Code _____ Start Date (if shown) _____

Expiry Date _____

Please upload this form with the Arbitration Notice to the Platform or email with your Arbitration Notice to admin@travelarbitration.co.uk.