

## IPSO Arbitration Agreement

1. This contract (“the Agreement”) is between the Claimant and Respondent (collectively “the Parties”) as identified in Part Three of the Agreement.

2. For the interpretation of the Agreement, the singular refers to the plural (and vice versa). All capitalised terms are as defined in this Agreement or in the IPSO Scheme Rules dated 31 July 2018 (“the Rules”), which are deemed to be incorporated into this Agreement. A “Corresponding” document is one that shares the Arbitration Claim Reference Number below, and thereby relates to the same dispute.

Arbitration Claim Reference Number:

Please note: This Agreement is not valid without an Arbitration Claim Reference Number. If the Parties do not have a Claim Reference Number they should contact IPSO.

### Part 1: The Agreement

3. By signing the Agreement the Parties agree to resolve the disputed Claim presented in the Corresponding Claim Form under the Independent Press Standards Organisation Arbitration Scheme (“The Scheme”).

4. The Parties hereby request the Centre for Effective Dispute Resolution (“CEDR”) to appoint an Arbitrator to the Claim from the IPSO Arbitrator Panel in accordance with the Rules.

5. The appointment of the Arbitrator shall take effect after the Parties have paid the required Fees under the Rules, and upon the Arbitrator signing and returning a Corresponding Arbitrator Declaration to CEDR, who will send copies to the Parties.

6. The Parties agree the following in relation to the arbitration of the Claim:

- i. To abide and be bound by the Rules.
- ii. To fully engage with the Arbitration and to pay the Fees when required to do so.
- iii. That a Preliminary Ruling, Assessment or Final Ruling given in respect of the Claim will only be sent to the Parties upon CEDR receiving payment of any outstanding Fees required under the Rules.
- iv. Not to recover Conditional Fee Agreement success fees or After the Event insurance premiums from the losing Party in any event.

- v. If the Claimant is a Litigant in Person, any award of Legal Costs from the Arbitrator under the Rules shall be limited to a maximum value of £1000.
- vi. To keep private all documentation and Rulings relevant to the Claim which are confidential under the Rules or by the application of law.

7. Where the Claimant is not a Litigant in Person, any award of Legal Costs from the Arbitrator under the Rules shall be limited to a maximum value of £10,000 as standard. This Cost Cap may be increased up to a maximum value of £25,000 by the Parties following a cost management discussion with the Arbitrator. A lower value than the standard £10,000 may be agreed to by the Parties below: £

Claimant: ..... Respondent: .....

8. The Parties further agree the following unless indicated to the contrary in Part Two of the Agreement:

- i. The arbitration of the Claim, the Rules and the Agreement shall be governed by the Arbitration Act 1996.
- ii. The Arbitrator shall apply the law of England and Wales.
- iii. The right of appeal to the Court against a Ruling of the Arbitrator shall not include an appeal made on a point of law.
- iv. The Claim shall proceed directly by way of a Preliminary Ruling upon the appointment of the Arbitrator.
- v. Any award of damages made by the Arbitrator in accordance with the Rules shall be limited to a maximum figure of £60,000.

**Part 2: Agreed Amendments**

9. The Parties agree to amend clause 8 of the Agreement in the following way by signing the relevant amendment:

i. The arbitration of the Claim, the Rules and the Agreement shall be governed by the Arbitration (Scotland) Act 2010.

Claimant ..... Respondent .....

ii. The Arbitrator shall apply the law of Scotland

Claimant ..... Respondent .....

iii. The Arbitrator shall apply the law of Northern Ireland.

Claimant ..... Respondent .....

iv. The right of appeal to the Court against the appointed Arbitrator’s ruling shall include an appeal made on a point of law.

Claimant ..... Respondent .....

v. The Claim shall proceed directly by way of an Assessment upon the appointment of the Arbitrator.

Claimant ..... Respondent .....

vi. An award of damages made by the Arbitrator in accordance with the Rules shall not be subject to a cap.

Claimant ..... Respondent .....

### **Part 3: The Parties**

10. The Claimant is hereby identified as the following:

#### **To be completed by the Claimant**

Name:

Correspondence address:

Email:

Telephone:

The Claimant is bringing the Claim on behalf of: (provide only where relevant)

11. The Claimant has authorised the following to represent them in this Claim:

Name:

Correspondence address:

Email:

Telephone:

12. Correspondence in relation to the Claim should be sent to: (select as appropriate)

The Claimant:

The Claimant's Representative:

Both:

13. The Respondent is hereby identified as the following:

**To be completed by the Respondent**

Name:

Correspondence address:

Email:

Telephone:

14. The Respondent has authorised the following to represent them in this claim:

Name:

Correspondence address:

Email:

Telephone:

15. Correspondence in relation to the Claim should be sent to: (select as appropriate)

The Respondent:

The Respondent's Representative:

Both:

**Part 4: Signatures**

16. By signing below the Parties agree to the terms of this agreement.

**To be completed by the Claimant**

Claimant's signature

.....

Print Name

.....

Company Name

.....

Date:

**To be completed by the Respondent**

Respondent's signature

Print Name

.....

Company Name

.....

Date: