

**2025 Rules of The Private Arbitration Court (First Edition)**

**Introduction**

The Private Arbitration Court is a collaboration between Hunt ADR Limited and The Barrister Group. Hunt ADR is hereafter referred to as “the Arbitration Manager”.

Key Features of The Private Arbitration Court include:

* Private and confidential resolution of disputes.
* Fixed fees ranging from £1,200 (inc. VAT) to £6,000 (inc. VAT) depending upon whether the claim is documents only or requires a hearing, payable by each party on commencement of the arbitration, covering the Arbitration Manager’s administrative costs and the arbitrator’s fees. Recoverable costs limited to your own fee plus the fee paid by the other party – making the maximum exposure to costs £12,000.
* Uses experienced and tested Hunt ADR panel arbitrators only.
* Sole arbitrator will be appointed by the Arbitration Manager within 10 days of receipt of the arbitration notice.
* Statement(s) of claim, statements(s) of defence, reply to the defence and any other document submitted (including witness statements) shall not exceed 2,500 words per submission.
* Arbitrator will issue an Award within 90 days from the close of submissions.
* Arbitration Awards are recognised in law with the same finality as Court judgements, and recognised internationally under the New York Convention.
* Arbitration is confidential - -protecting personal and business sensitive information and reducing reputational risks from public argument.



**2025 Rules of The Private Arbitration Court (First Edition)**

1. These Rules apply to arbitrations under The Private Arbitration Court Rules.
2. The Private Arbitration Court has been developed to provide simple, cost-effective and timely resolution of disputes by a sole arbitrator, for a fixed fee, for disputes between parties.
3. The object of the Private Arbitration Court is to provide the parties with a final and legally binding decision on their dispute no longer than 90 days from the close of submissions.
4. An arbitration is commenced when the Arbitration Manager receives an Arbitration Notice (request for the appointment of an arbitrator). The Arbitration Notice should contain party details, a brief summary of the dispute and the issues to be determined, and an outline of the relief sought. A model Arbitration Notice is attached to these Rules.
5. If there is a contractual agreement between the parties to refer disputes to arbitration, the arbitration can commence with a unilateral application.
6. Statement(s) of claim, statements(s) of defence, reply to the defence and any other document submitted (including witness statements) shall not exceed 2,500 words per submission. This rule applies to both documents-only claims and claims where a hearing is required.
7. The Arbitration Notice should be accompanied by the following:
	1. copies of relevant contractual documents, including a copy of the contractual agreement between the parties to refer their dispute to arbitration;
	2. a copy of the Applicant’s Statement of Claim; and
	3. payment of the fixed fee for The Private Arbitration Court to the Arbitration Manager.
8. A copy of the Arbitration Notice and all accompanying documents should be sent electronically (where possible) by the Applicant to the Respondent(s).
9. The Arbitration Manager retains the right to refuse to accept to act upon an Arbitration Notice if any of the above requirements are not complied with.
10. Within 28 days of the commencement of the arbitration, the Respondent should send:
	1. Payment of their fixed fee for The Private Arbitration Court; and
	2. to both the Arbitration Manager and to the Applicant, a Statement of Defence (and Counterclaim, if applicable).
11. If a Counterclaim is advanced by the Respondent, but the Respondent fails to pay the fee required under paragraph 10.1, the Respondent’s Counterclaim may be treated by the Arbitrator and by the Arbitration Manager as withdrawn.
12. Failure by the Respondent to pay any or all of the fee required under paragraph 10.1 will result in the Arbitration Manager directing the Applicant to pay the remainder of the fee due. Any payment made by the Applicant on behalf of the Respondent will be treated as a debt which the Applicant is entitled to recover. This will be dealt with in the Award by the Arbitrator.
13. The Arbitrator will be appointed by the Arbitration Manager from its Panel of Arbitrators within 10 days of commencement of the arbitration, and the Arbitrator’s details will then be notified to the parties. If mediation has previously been attempted by the parties the Arbitrator will not be the same person as had previously acted as Mediator.
14. The Arbitrator will manage the rest of the arbitration and will issue a timetable for the arbitration within 21 days of being appointed. All procedural matters are at the discretion of the Arbitrator. If the Respondent fails to respond on time to rule 10, the Arbitrator may rule in their absence. If the Claimant and Respondent fail to provide anything required under these rules or a direction for the arbitration, then after 10 days the Arbitrator may declare the arbitration aborted. Where declared aborted any fees paid are forfeited and not recoverable.
15. 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.
16. Unless otherwise directed by the Arbitrator:
	1. each side’s Statements of Case and witness statements (if any) shall, collectively, be no more than 2,500 words; and
	2. if a hearing is to take place, the hearing bundle shall not exceed one A4 lever arch file.
17. Each party may be directed by the Arbitration Manager to make an additional payment following the issue of the procedural timetable if either of following applies:
	1. Application exceeds £50,000: If the application was made for claims under £50,000 but ends up exceeding this value then an additional fee of £1,500 plus VAT will be payable per party.
	2. Hearing: If the parties require a Hearing and did not pay for the hearing option when making the application, an additional fee of £2,500 plus VAT per party will be payable. This additional fee does not include the cost of a venue for the hearing or meeting, the Arbitrator’s expenses for the hearing or meeting, or any other expenses associated with the hearing or meeting. Hearing time is limited to one day.
	3. Site Visit: If a half-day site visit is required, in order for the Arbitrator to better appreciate the matters in dispute, an additional fee of £1,500 plus VAT per party will be payable. This additional fee does not include the Arbitrator’s expenses, or any other expenses associated with the site visit.
18. It is for the Arbitrator to decide if one side can recover from the other any costs of the arbitration, which includes the fixed fee but will not include any legal expenses. 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 towards their costs of the arbitration.
19. Within 90 days of the close of submissions, the Arbitrator will issue to the parties a written reasoned Award. The Award will be signed and dated by the Arbitrator and will be final and legally binding. The Arbitrator will, simultaneously, send to the Arbitration Manager a copy of his award, together with an invoice of his charges. Upon receipt of that invoice, the Arbitration Manager will release to the Arbitrator his or her fee.
20. If the parties settle their dispute after commencing the arbitration, they must inform the Arbitration Manager and the Arbitrator, if appointed, immediately. In the event of settlement after the Arbitrator has been appointed, the Arbitration Manager will release to the Arbitrator his or her fee, upon receipt of the Arbitrator’s invoice, and no payments made will be returned to the parties.
21. 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.
22. All communications will be in writing and any correspondence which a party sends to the Arbitrator, or the Arbitrator sends to a party, must be copied to the other party at the same time.
23. Neither the Arbitration Manager nor any of its officers, agents, or employees will be liable for anything done or omitted to be done in the appointment or nomination of an Arbitrator under The Private Arbitration Court or in respect of the administration of The Private Arbitration Court, unless the act or omission was shown to be in bad faith. Neither the Arbitration Manager nor its officers, agents, or employees shall be liable for anything done or omitted to be done by an Arbitrator nominated or appointed by the Arbitration Manager under The Private Arbitration Court (or its employees or agents) in the discharge or purported discharge.



**Model Arbitration Notice**

There are two ways to apply. To apply online please visit [here](https://odrplat.net/?cid=1090).

For postal applications (or applications submitted by email) use this form.

In the matter of a dispute between the following:

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| --- | --- |
| **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

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| **Brief details of the dispute, including a brief summary of the dispute, the issues to be determined and the relief sought.** |

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| **Amount in dispute (if appropriate)** |

Your application is accepted on the basis that the information you provide is both accurate and complete. Please complete either part A or B below.

**Part A - Unilateral application 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 arbitration.
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 make a unilateral application for the appointment of an arbitrator has been satisfied and particulars of this, if any, are attached.
4. A copy of this application and all accompanying documents is being or has been sent by the Applicant to the Respondent electronically or where that is not possible, by courier.
5. It is further agreed as a condition of such an appointment to:
	1. Pay the Private Arbitration Court fixed fees, whether or not the arbitration reaches a hearing or any Award is made;
	2. Make such payment(s) within the timeframe prescribed under the Private Arbitration Court, or any longer timeframe permitted by the Arbitrator or the Arbitration Manager; and
	3. Inform the Arbitrator and the Arbitration Manager promptly in the event of settlement of the dispute.
6. It is acknowledged that the Arbitration Manager 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 Claimant’s share of the fixed fee, £1,200 / £3,000 / £6,000 (delete as appropriate), is payable with this application. Payment can be made using the attached payment form or by using the relevant QR Code below.

Please return the completed form by email or post to: The Arbitration Manager, Hunt ADR Limited, PO Box 12627, Billericay, CM12 2EZ. Email adr@huntadr.com.

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|  | A qr code on a blue background  Description automatically generated |  |
| Scan to pay for documents-only arbitration under £50,000 | Scan to pay for documents-only arbitration more than £50,000 | Scan to pay for arbitration with a hearing |

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| **Signed:****Name:****Capacity:****Date:** |

*On or for and on behalf of the Claimant*

**Part B - Joint application for the appointment of an arbitrator**

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

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| --- |
| **Signed:****Name:****Capacity:****Date:** |

*On or for and on behalf of the Claimant*

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| **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 the Private Arbitration Court and wishing to pay their registration fee by credit or debit card. Payment will be taken using secure Stripe 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 in line with Data Protection guidelines.

**Please complete the form carefully in block capitals.**

**Personal Details**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Payment Details**

Payment Method (state Credit Card or Debit Card) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount to pay **£1,200** / **£3,000 / £6,000**

Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Security Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Start Date (if shown) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expire Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please return this form with your application by email to adr@huntadr.com or by post to:
**The Private Arbitration Court, PO Box 12627, Billericay CM12 2EZ**