



Arbitration and Mediation Court of the Caribbean Inc.

Schedule of Arbitration Costs

2018

Effective January 2018 arbitrations conducted under the Arbitration & Mediation Court of the Caribbean Inc. (“AMCC”) International and Non-International Arbitration Rules.

This schedule of arbitration costs (the “Schedule”), as amended from time to time by AMCC, forms part of AMCC’s International and Non-International Arbitration Rules, and will apply in all current and future arbitrations as from its effective date. All amounts are in Barbados Dollars, hereinafter “BBD”.

1 Registration Fee

A registration fee is payable in advance with the Notice of Arbitration and applicable to all arbitrations administered by AMCC, and to each claim or counterclaim. The Registration Fee is non-refundable and applied as follows:

International disputes: **BBD \$3,000**

Non-International disputes: **BBD \$1,500**

2 AMCC's Administrative Fees

- i) AMCC's administrative fees are calculated in accordance with the schedule below and applicable to all arbitrations administered by AMCC, with figures in the schedule representing the maximum payable to AMCC.

<i>SUM IN DISPUTE (in BBD)</i>	<i>ADMINISTRATIVE FEES (in BBD)</i>
Up to 150,000	5,000
> 150,000 to 300,000	5,000 + 1.5% of amount over 150,000
> 300,000 to 600,000	6,000 + 1.25% of amount over 300,000
> 600,000 to 2,000,000	7,000 + 1% of amount over 600,000
> 2,000,000 to 10,000,000	12,500 + 0.25% of amount over 2,000,000
> 10,000,000 to 20,000,000	20,000 + 0.11% of amount over 10,000,000
> 20,000,000 to 50,000,000	25,000 + 0.07% of amount over 20,000,000
> 50,000,000 to 100,000,000	45,000 + 0.06% of amount over 50,000,000
> 100,000,000 to 200,000,000	60,000 + 0.04% of amount over 100,000,000
Above 200,000,000	75,000

- ii) Claims, counterclaims and cross-claims are aggregated for the determination of the amount in dispute. The same rule applies to any setoff defence, unless the Arbitral Tribunal, after consulting with the parties, concludes that such setoff

defence will not require significant additional work.

- iii) An interest claim shall not be taken into account for the calculation of the amount in dispute. However, when the interest claim exceeds the amount claimed in principal, the interest claim alone shall be considered in calculating the amount in dispute.
- iv) Pursuant to AMCC's International and Non-International Arbitration Rules or where in the opinion of AMCC there are exceptional circumstances, AMCC's Administrative Fees may exceed the amount calculated in accordance with paragraph 2(i).
- v) If the amount in dispute is not quantified, AMCC's Administrative Fees shall be fixed by AMCC, taking into account the circumstances of the case.
- vi) Expenses incurred by AMCC and the AMCC Court in connection with the arbitration (such as postage, telephone, facsimile, travel, etc.) and additional arbitration support services, whether provided by the Registrar or by members of the AMCC Court, from their own resources or otherwise, are not included in the figures given in paragraph 2(i).
- vii) Amounts in currencies other than Barbados Dollars shall be converted into Barbados Dollars at the rate of exchange published by the Central Bank of Barbados on the date the Notice of Arbitration is submitted or at the time any new claim, counterclaim, cross-claim, setoff defence or amendment to a claim or defence is filed.
- viii) AMCC's fees will be invoiced in Barbados Dollars, but may be paid in other convertible currencies, and may be subject to Value Added Tax at the prevailing rate and all additional taxes, duties and other payments imposed under applicable law.

3 Arbitral Tribunal Fees

- i) The Arbitral Tribunal's fees are payable for arbitrations conducted and administered under AMCC's International and Non-International Arbitration Rules, unless the parties have agreed to an alternative method of determining the

Tribunal's fees pursuant to AMCC's International and Non-International Arbitration Rules. The fees calculated in accordance with the schedule below are the maximum payable to one arbitrator.

<i>SUM IN DISPUTE (in BBD)</i>	<i>ARBITRATOR'S FEES (in BBD)</i>
Up to 150,000	11% of amount in dispute
> 150,000 to 300,000	10,000 + 10% of amount over 150,000
> 300,000 to 600,000	16,000 + 7.5% of amount over 300,000
> 600,000 to 2,000,000	60,000 + 3.5% of amount over 600,000
> 2,000,000 to 10,000,000	130,000 + 1.25% of amount over 2,000,000
> 10,000,000 to 20,000,000	180,000 + 0.5% of amount over 10,000,000
> 20,000,000 to 50,000,000	250,000 + 0.3% of amount over 20,000,000
> 50,000,000 to 100,000,000	320,000 + 0.2% of amount over 50,000,000
> 100,000,000 to 200,000,000	500,000 + 0.15% of amount over 100,000,000
> 200,000,000 to 700,000,000	550,000 + 0.1% of amount over 200,000,000
Above 700,000,000	800,000 + 0.025% of amount over 700,000,000 to a maximum of 1,500,000

- ii) Additional to the fees provided in Article 3.1 above, the Arbitral Tribunal's shall also recover such expenses as are reasonably incurred in connection with the arbitration, and as are reasonable in amount, provided that claims for expenses are supported by invoices and receipts.
- iii) The Arbitral Tribunal's fees shall be invoiced in the currency of account between the Tribunal and the parties, or in the absence of such currency having been agreed, in Barbados Dollars. The Arbitral Tribunal's fees may also be subject to Value Added Tax at the prevailing rate and all additional taxes, duties and other payments imposed under applicable law.

4 Deposits

- i) AMCC may direct the parties, in such proportions and at such times as it thinks appropriate, to make one or more payment to AMCC on account of costs of the arbitration, other than the legal or other expenses incurred by the parties themselves (the Arbitration Costs). Such payments deposited by the parties may be applied by AMCC to pay any item of such Arbitration Costs (including the AMCC's own fees and expenses) in accordance with AMCC's International and Non-International Arbitration Rules.
- ii) All payments made by parties on account of the Arbitration Costs shall be held by AMCC in trust under Barbados law in Barbados, to be disbursed or otherwise applied by AMCC in accordance with AMCC's International and Non-International Arbitration Rules and invested having regard also to the interests of AMCC. Each payment made by a party shall be credited by AMCC with interest at the rate from time to time credited to an overnight deposit of that amount with the bank(s) engage by AMCC to manage deposits from time to time; and any surplus income (beyond such interest) shall accrue for the sole benefit of AMCC. In the event that payments (with such interest) exceed the total amount of the Arbitration Costs at the conclusion of the arbitration, the excess amount shall be returned by AMCC to the parties as the ultimate default beneficiaries of the trust.
- iii) Save for exceptional circumstances, the Arbitral Tribunal shall not proceed with the arbitration without having ascertained from the Registrar that AMCC is or will be in requisite funds as regards outstanding and future Arbitration Costs.
- iv) In the event that a party fails or refuses to make any payment on account of the Arbitration Costs as directed by AMCC, AMCC may direct the other party or parties to effect a substitute payment to allow the arbitration to proceed (subject to any order or award on Arbitration Costs).
- v) In such circumstances, the party effecting the substitute payment may request the Arbitral Tribunal to make an order or award in order to recover that amount as a debt immediately due and payable to that party by the defaulting party, together with any interest.

5 Interim Payments

When interim payments are required to cover any part of the Arbitration Costs, including AMCC's administrative fees and expenses; the Arbitral Tribunal's fees or expenses, including the fees or expenses of any expert appointed by the Tribunal, the fees or expenses of any Secretary to the Tribunal; or charges for hearing rooms and other support services, such payments may be made against the invoices for any of the above from funds held on deposit. If no or insufficient funds are held at the time the interim payment is required, the invoices for any of the above may be submitted for payment direct by the parties.

6 Registrar's authority

- i) For the purposes of paragraphs 4(i) and 4(iv) above, and of AMCC's International and Non-International Arbitration Rules, the Registrar has the authority of the AMCC Court to make the directions referred to, under the supervision of the Court.
- ii) For the purposes of section 5 above, and of AMCC's International and Non-International Arbitration Rules, the Registrar has the authority of the AMCC Court to approve the payments referred to.
- iii) Any dispute regarding AMCC's administrative charges, or the fees and expenses of the Tribunal shall be determined by the AMCC Court.

7 Arbitration costs

- i) The parties shall be jointly and severally liable to the Arbitral Tribunal and AMCC for the costs of the arbitration (other than the legal or other costs incurred by the parties themselves).
- ii) Any bank charges incurred on any transfer of funds by the parties to AMCC shall be borne exclusively by the party or parties transferring the funds.
- iii) In accordance with AMCC's International and Non-International Arbitration Rules, the Arbitral Tribunal's Award(s) shall be transmitted to the parties by AMCC provided that the costs of the arbitration have been paid.

8 Emergency Arbitrator

- i) A non-refundable application fee (payable with the application for the appointment of an Emergency Arbitrator under AMCC's International and Non-International Arbitration Rules) is payable in the amount of BBD \$8,000.
- ii) The Emergency Arbitrator's fee shall be capped at 20% of the sole arbitrator's fee calculated in accordance with the schedule of fees in paragraph 3(i), but shall be not less than BBD \$30,000, unless the Registrar determines otherwise. A deposit shall be payable by the applicant to cover the Emergency Arbitrator's fees and expenses shortly after the application is made.
- iii) The Emergency Arbitrator's fee may be increased by AMCC on the recommendation of the Registrar at any time during the emergency proceedings if the particular circumstances of the case are deemed to warrant a higher fee.
- iv) In the event of a challenge by any party to the Emergency Arbitrator, the party that applied for the appointment of the Emergency Arbitrator shall pay forthwith to AMCC such further sum as may be directed by the AMCC Court in respect of the fees and expenses of the individual or division appointed to decide the challenge.
- v) If AMCC refuses an application for the appointment of an Emergency Arbitrator, the Emergency Arbitrator's fee shall be treated as a deposit lodged by the applicant party on account of the Arbitration Costs in accordance with AMCC's International and Non-International Arbitration Rules and the Schedule.