

BVI International Arbitration Centre

Terms and Conditions of Reservation and Use



BRITISH VIRGIN ISLANDS
INTERNATIONAL ARBITRATION CENTRE

📍 P.O. Box 3438
Road Town, Tortola
VG1110, British Virgin Islands

☎ +1 284 393 8000
🌐 www.bviac.org
✉ info@bviac.org

These Terms and Conditions of Reservation and Use (the “Terms”) govern the relationship between the BVI International Arbitration Centre (“BVI IAC”, “Centre”), the party reserving space at BVI IAC (the “Booking Party”), and each Non-Booking Party (with the Booking Party, the “Users”) that becomes jointly and severally liable under these Terms. The term “Users” includes, but is not limited to, counsel, clients, members, employees, contractors, vendors, caterers, volunteers and associated persons of any Booking Party or Non-Booking Party.

General

1. Payment of a deposit fee or rental fee for reservation of space at BVI IAC constitutes acceptance of these terms by the Booking Party.
2. The Users shall not be permitted to advertise or promote the use of the BVI IAC facilities without signing the Terms and paying the deposit fee.
3. BVI IAC’s normal operating hours are 9.00 a.m. to 5.00 p.m., Monday to Friday. Our facilities are available outside these hours (e.g. for evening or weekend bookings) with advance notice. Unless otherwise agreed, if extended access outside normal operating hours is required, an additional fee may apply.
4. The Centre offers concierge services, and can organise catering and other administrative services such as printing, telephone, conference calls or video conferencing. These services and the related charges will be agreed between BVI IAC and the Users in advance of the booking.
5. Any changes to requirements for a specific booking, such as time extension, catering, technology, etc. are subject to additional fees.

Booking Party’s undertakings

The Booking Party agrees and undertakes that it will:

6. pay the Centre the agreed fee, in advance of the commencement of any given booking;



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7. sign these Terms, in advance of the commencement of any given booking;
8. inform the BVI IAC of the number of projected Users of the Centre at any point during the booking.
9. provide name and contact details for contractors, vendors and caterers that the Booking Party proposes to use during the booking if not contracted through the BVI IAC. The Centre reserves the right to veto specific contractors, vendors and caterers at its sole discretion.
10. provide the Centre with the required room set up ahead of the booking date. This may include an exact schematic of the requirements.
11. not bring any furniture, equipment, goods or chattels onto the Premises without the consent of the Centre.
12. not remove or move existing furniture in the premises.
13. leave any staging of the room(s) to only be carried out by accredited employees and/or contractors of the BVI IAC.
14. keep the facilities clean and leave them in a tidy condition and free of the User's furniture, equipment, goods and chattels at the end of the booking.
15. not obstruct the access-ways, or make them dirty or untidy, or leave any rubbish on them.
16. not display any signs or notices at the facilities or outside the facilities without the prior written consent of the Centre.
17. not use the facilities, or the access-ways in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the premises or adjoining or neighbouring property or to the owners, occupiers or users of any adjoining or neighbouring property.
18. not to double park, even temporarily in front of other cars in the car park.



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19. not do anything that will or might constitute a breach of any statutory requirement affecting the premises or that will or might wholly or partly vitiate any insurance effected in respect of the premises.
20. become jointly and severally liable hereunder together with any Non-Booking Party including, but not limited to, the Booking Party's employees, guests, customer, clients or invitees to the BVI IAC premises.
21. be liable for any loss or damage caused by the Users to the Centre, its furnishing, utensils or equipment during the booking or as a result of the booking, and shall indemnify the Centre against the full cost of repair, reinstatement or replacement thereof.
22. indemnify the Centre, and keep the Centre indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from these Terms, any breach of any of the User's undertakings contained in these Terms, or the exercise or purported exercise of any of the rights given.
23. observe any rules and regulations the Centre makes and notifies to the User from time to time, governing the User's use of the space or the access-ways.
24. not interfere with the temperature control panels or any other panels on the walls or otherwise located on the premises
25. not in any way impede the Centre, or its officers, servants or agents, in the exercise of its rights of possession and control of the premises and every part of the premises.
26. provide reception staff to welcome Users at the premises during the booking upon request from the Centre.



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Access Control

27. The BVI IAC is a secure environment and may accommodate different users concomitantly. Users should not enter rooms that do not form part of their booking.
28. If a booking requires secured access or out of hours access to the building, Users can be issued access cards. The Booking Party must provide name and contact details of persons requiring a card in advance of the booking.
29. Access cards remain the property of the BVI IAC and should be returned once the booking is complete. Failure to return or loss of access cards will result in an additional fee of \$25 per card.

Payment & Cancellation

30. If a reservation is made more than 30 days before the first day of the booking, a deposit of 50% of the rental price is required to secure a reservation at BVI IAC. Such initial deposit will be payable at the time the reservation is made. The balance of 50% of the rental price is due 30 days before the first day of the booking start date.
31. If a reservation is made within 30 days of the first day of the booking start date, payment of 100% of the rental price is required to secure a reservation at BVI IAC.
32. Payments can be made by wire to: **BANK ACCOUNT DETAILS**. Users are responsible for paying any and all fees associated with the wire transfer, including \$15 wire transfer transaction fees imposed by BVI IAC's bank. Payments can also be made via certified cheque or credit card.
33. Any reservation for which payment becomes overdue will not be secured and rooms will not be set-up.



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34. Should payment still be outstanding on the date of the booking, the “Users” will not have access to the facilities.
35. BVI IAC may impose a late fee for overdue invoices of up to 5% of the invoice.
36. Cancellation requests must be in writing (letter or email) at least 15 days before booking.
37. If a cancellation request is received by BVI IAC more than 30 days prior to the first day of the booking start date, all payments shall be reimbursed.
38. If a cancellation request is received by BVI IAC between 30 and 16 days prior to the first day of the booking start date, 50% of the rental price will be reimbursed.
39. There are NO refunds for cancellation requests received 15 days or less prior to the first day of the booking start date. In such cases, 100% of the rental price is forfeited.

Audio/Video/Technological Support

40. The Centre is equipped with state-of-the-art technology which can be added to bookings. However, the BVI IAC expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, any implied warranty of fitness for a particular purpose of the technology available in-house.
41. It is the responsibility of the Users to test that the technology is fit for purpose ahead of any event associated with their booking.
42. The Users may use external audio/video/technology vendors if, and only to the extent that, (i) such other systems are compatible with BVI IAC’s systems and (ii) advance notice is provided to BVI IAC of the equipment, systems, or other technology that the Booking Party proposes to use at BVI IAC’s facilities during the booking period.



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Governing Law, Liability and Dispute Resolution

43. In connection with their use of BVI IAC facilities, the Users agree to abide by all applicable laws and regulations.
44. The Centre is not liable for the death of, or injury to the User or his employees and customers, or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them during the booking
45. BVI IAC's aggregate liability for any and all losses, expenses, damages, liability, and claims under these Terms shall not exceed the deposit or rental fee actually paid by the Booking Party.
46. These Terms shall be governed by and construed in accordance with the laws of the British Virgin Islands and in the event of a dispute the laws of the British Virgin Islands shall apply.
47. In the event of a dispute between the parties concerning any matter arising from or concerned with these Terms, the parties shall use reasonable efforts to settle the dispute through negotiations conducted in good faith between the parties.
48. Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the BVI IAC Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Road Town, Tortola, British Virgin Islands, unless the Parties agree otherwise. The language to be used in the arbitral proceedings shall be English.
49. Should any provision of these Terms be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions of these Terms which shall remain in full force and effect.



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50. The failure of either party to enforce at any time or for any period any one or more terms or conditions of these Terms shall not be a waiver of its rights or of the rights at any time subsequently to enforce all terms and conditions of this agreement.
51. The license to use the premises for a booking is to terminate immediately on notice given by the Centre at any time following any breach by the User of its undertakings, without prejudice to the Centre's rights.
52. The benefit of this agreement is personal to the Booking Party and not assignable.
53. The Centre gives no warranty that the Premises are legally or physically fit for purpose.

Signed by *[Full Name]*:

Signature:

On behalf of *[Company Name]*:

Date: