



Terms and Conditions of Reservation and Use

These Terms and Conditions of Reservation and Use (the “Terms”) govern the relations between the BVI International Arbitration Center (“BVI IAC”), the party reserving space at BVI IAC (the “Booking Party”), and each Non-Booking Party (as defined below) that becomes jointly and severally liable under these Terms in accordance with Paragraph 3 below.

Application

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. When making a reservation, the Booking Party shall inform BVI IAC of the name and contact details of any other person that will use, together with the Booking Party, the BVI IAC facilities at any point (the “Non-Booking Party” and, with the Booking Party, the “Users”). The term “Users” includes counsel, clients, members, employees, contractors, vendors, volunteers and associated persons of any Booking Party or Non-Booking Party.
3. The Booking Party shall notify each Non-Booking Party of these Terms and shall be responsible for ensuring the Non-Booking Party’s compliance with the Terms. If the Booking Party fails to notify any Non-Booking Party of these Terms, the Booking Party shall be liable for violation of these Terms by such Non-Booking Party. If the Booking Party notifies a Non-Booking Party of these terms, then the use of BVI IAC’s facilities pursuant to the Booking Party’s reservation shall be deemed to constitute acceptance of these Terms by such Non-Booking Party, and such Non-Booking Party shall become jointly and severally liable, together with the Booking Party, for any violation of these Terms by the Users.

Payment

4. 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.
5. 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.



BRITISH VIRGIN ISLANDS
INTERNATIONAL ARBITRATION CENTRE

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

+1 284 340 9002
www.bviiac.org
info@bviiac.org

6. Payments should be made by wire to the BVI IAC (bank details available upon request or on www.bviiac.org). Note: Users are responsible for paying any and all fees associated with the wire transfer, including any foreign wire transfer transaction fees imposed by BVI IAC's bank.
7. Any reservation for which payment becomes overdue will not be secured.
8. Should payment still be outstanding on the date of the booking, the Users will not have access to the facilities.
9. BVI IAC may impose a late fee of up to US\$100 for overdue invoices.

Cancellation

10. Cancellation requests must be in writing (letter or email) at least 15 days before booking.
11. 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.
12. 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.
13. 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.

Hours of Operation

14. BVI IAC's normal operating hours are 9 a.m. to 5.30 p.m., Monday to Friday. Our facilities are available outside these hours (e.g. for evening bookings) with advance notice.
15. Unless otherwise agreed, if extended access outside normal operating hours is required, an additional fees (over and above the usual rental fees) would apply. Unless otherwise agreed or part of a contractual package, this fee equates to USD\$1,000 per day for weekend access; and USD\$150 per hour for weekday extended access.

Additional Services

16. Users may incur additional charges for catering and other concierge and administrative services undertaken by BVI IAC. These services and the related charges will be agreed between BVI IAC and the User in advance, and payment schedule will be agreed by contract before the booking. All invoices should be paid within 30 days. BVI IAC may impose a late fee of up to 10% for overdue invoices.



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Technological Support

17. BVI IAC provides in-house technological support systems. However, 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 with respect to such technological support systems. Users may use other technological support systems 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 any User proposes to use at BVI IAC's facilities during the booking period ("User Technological Support"). The use of any User Technological Support shall be at Users' expense.

User Representations

18. In connection with their use of BVI IAC facilities, Users agree to abide by all applicable laws and regulations and to meet all landlord requirements upon reasonable notice.
19. Users assume the risk of damage, loss or theft of their property and personal effects at BVI IAC.
20. The Booking Party and each Non-Booking Party that becomes jointly and severally liable hereunder in accordance with Paragraph 3 shall be responsible to BVI IAC for any loss or damage caused by any User to BVI IAC property during their use of the facilities.

Liability Cap and Dispute Resolution

21. 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.
22. The Terms are governed by the laws of the BVI.
23. Any dispute arising out of or relating to these Terms, if it cannot be resolved through negotiations, will be referred to and determined by arbitration by a sole arbitrator and in default of agreement, then the arbitrator is to be appointed by the President of the BVI Bar Association.

Should you require further information, please contact BVI IAC at booking@bviiac.org