

## **Schedule of Costs**

### **1. Administrative charges**

There are no administrative charges for arbitrations or mediations where the value of the claim does not exceed \$5,000.00.

- a) The Registration Fee (payable in advance with the Request for Arbitration or Mediation) is \$500.00 and is non-refundable. This fee is in addition to the fees for the actual arbitration or mediation.
- b) Expenses incurred by ADR Bahamas, in connection with the arbitration or mediation (such as postage, telephone, facsimile, travel, lunch, etc.), and additional support services will be payable by the parties.
- c) ADR Bahamas' charges will be invoiced in the currency of the Commonwealth of the Bahamas, but may be paid in other convertible currencies, at rates prevailing at the time of payment.

### **2. Fees and expenses of the Tribunal, Arbitrator or Mediator**

- a) Fees will be calculated by reference to work done by members of ADR Bahamas in connection with the arbitration or mediation and will be charged at rates appropriate to the particular circumstance of the case, including its complexity and the special qualifications of the arbitrators. The arbitrator or mediator shall determine in writing fee rates prior to his/her hearing the matter. The rates will be advised to the parties at the time of the appointment of the Arbitrator or Mediator, but may be reviewed if the duration or a change in the circumstances of the mediation or arbitration requires.

Fees shall be at hourly rate ranging from \$250 to \$550. In circumstances where the claim does not exceed \$5,000.00, the fees will be at a flat rate of \$1,000.00.

However, in exceptional cases, the rate may be higher, provided that, in such cases, (a) the fees shall be fixed by the ADR Bahamas on the recommendation of the arbitrator(s) or mediator (s) and (b) the fees shall be agreed expressly by all parties.

- b) Fees may include a charge for time spent travelling.
- c) The Fees may also include a charge for time reserved but not used as a result of late postponement or cancellation of hearings, by either or both of the parties, provided that the basis for such charge shall be advised in writing to the parties in advance.



- d) ADR Bahamas may also recover such expenses as are reasonably incurred in connection with the arbitration or mediation, and as are reasonable in amount, provided that claims for expenses should be supported by invoices or receipts.
- e) ADR Bahamas' fees shall be invoiced in the currency of The Commonwealth of the Bahamas.
- f) In the event of the revocation of the appointment of any arbitrator or mediator, ADR Bahamas shall determine the amount of fees and expenses (if any) to be paid for the services of the former arbitrator or mediator, as it may consider appropriate in all the circumstances.

### 3. Minimum Fees Payable on Monetary Claims

An initial filing fee (in addition to Registration) is payable before any hearing takes place.

The fee expected to be incurred will be paid during the course of the ADR process and before the delivery of the award. The Schedule for this first payment will be as follows:

Amount of Claim	Initial Fee
\$10,000.00	\$1,000.00
10,000.00 - \$75,000.00	\$2,500.00
\$75,000.00 - \$150,000.00	\$4,000.00
\$150,000.00 - \$300,000.00	\$5,000.00
\$300,000.00 - \$500,000.00	\$6,000.00
\$500,000.00 - \$1,000,000.00	10,000.00
\$1,000,000.00 and above	20,000.00

After the first payment is made, or in any event at a preliminary hearing, the fee payment structure will be agreed.

### 4. Deposits

- a) ADR Bahamas may direct the parties, in such proportions and at such times as it thinks appropriate, to make one or more payments on account of the costs of the arbitration or mediation, other than the legal or other expenses incurred by the parties themselves (the Arbitration or Mediation Costs).
- b) All payments made by parties on account of Costs shall be held by ADR Bahamas, to be disbursed or otherwise applied by ADR Bahamas in accordance with the rules of ADR Bahamas. In the event that payments exceed the total

amount of the Arbitration or Mediation Costs at the conclusion of the Arbitration or Mediation, the excess amount shall be returned by ADR Bahamas to the parties as the ultimate default beneficiaries of the trust.