

Appendix I – Fee Schedule effective 1 October 2017

1. This Fee Schedule forms part of the rules of arbitration (the “Rules”) of the Bahrain Chamber for Dispute Resolution (the “Chamber”) and shall be applied in all arbitrations administered by the Chamber in which the parties have agreed in writing to arbitrate disputes under the Rules of the Bahrain Chamber for Dispute Resolution, or BCDR, or BCDR-AAA, or have provided for the arbitration of a dispute by the Bahrain Chamber for Dispute Resolution, or BCDR, or BCDR-AAA without designating particular rules.
2. The Fee Schedule may be separately amended from time to time by the Chamber.
3. All fees are stated in U.S. dollars, but may be invoiced in any freely convertible currency, and shall be paid in the currency of the invoice.

Administrative fees

4. The administrative fees of the Chamber shall comprise:
 - (a) a non-refundable Filing Fee of \$3,000, and
 - (b) a Case Management Fee based on the value of claims and counterclaims, as set out in the table below.

Sum claimed or counterclaimed	Case Management Fee 1 arbitrator	Case Management Fee 3 arbitrators
Up to \$75,000	\$4,000	\$6,000
\$75,001 to \$150,000	\$5,000	\$7,000
\$150,001 to \$300,000	\$6,000	\$8,000
\$300,001 to \$500,000	\$8,000	\$10,000
\$500,001 to \$1,000,000	\$12,000	\$14,000
\$1,000,001 to \$5,000,000	\$17,000	\$19,000
\$5,000,001 to \$10,000,000	\$23,000	\$25,000
Over \$10,000,000	\$23,000 plus 0.15% of the amount claimed over \$10,000,000 Capped at \$100,000	\$25,000 plus 0.15% of the amount claimed over \$10,000,000 Capped at \$100,000
Non-monetary claims	\$8,000	\$10,000

Filing Fee

- In accordance with Articles 2.2(h) and 3 of the Rules, the non-refundable Filing Fee shall be paid in full by the Claimant at the time a Request for Arbitration is submitted to the Chamber.

Case Management Fee

- In accordance with Article 5 of the Rules, as soon as practicable after the submission of the Response to the Request for Arbitration or, if no Response is submitted, after the time for submission of a Response has elapsed, the Chamber shall direct the parties to pay the Case Management Fee calculated by reference to the value of the Claimant's claim and (if any) the Respondent's counterclaim, or, if applicable, at the prescribed rate for a non-monetary claim or counterclaim.

7. Where the value of a monetary claim is not known at the time of the Request or Response, the claiming party shall be required to estimate the monetary value, failing which the Case Management Fee applicable to a non-monetary claim shall be paid.
8. The Case Management Fee shall be increased correspondingly if the amount of a monetary claim or counterclaim is increased at any time during the arbitration, in which case the amount of any such increase will be included in an advance on costs directed by the Chamber in accordance with Article 30.1 of the Rules.
9. The Chamber shall, in its sole discretion, direct the parties to pay the Case Management Fee in such proportions as it deems appropriate, taking account of all the circumstances of the dispute.
10. The Case Management Fee shall be paid by the party or parties directed to pay it no later than the deadline set by the Chamber for the payment. If the Case Management Fee is not paid promptly and in full, the Chamber may suspend or terminate the proceedings.
11. In addition to the Case Management Fee, expenses incurred by the Chamber in its administration of the arbitration, including, but not limited to, telephone, postage and courier charges, shall be reimbursed to the Chamber from advances paid by the parties.
12. In the event that the arbitration is terminated for any reason prior to the scheduling of the first hearing, the Chamber may, in its sole discretion, reimburse a proportion of the Case Management Fee to the party or parties that have paid it, taking account of the administrative time and overheads of the Chamber accruing to the date of termination.

Fees and expenses of the arbitrator

13. In consultation with the arbitral tribunal, the Chamber shall designate an hourly fee rate to be charged for all time spent by the arbitral tribunal in the arbitration other than in hearings, and a daily fee rate for hearing days, and shall promptly notify the parties of the rates to be applied.
14. The hourly rate shall not exceed \$500 and the daily rate shall not exceed \$4,000, provided that, in exceptional cases, higher rates may be applied if, on consultation with the arbitral tribunal, the Chamber deems a higher rate appropriate taking into account all the circumstances of the case, and provided that the higher rate shall be agreed in writing by all the parties.
15. In the event of cancelation or postponement of a scheduled hearing less than four weeks before the start of the hearing, or at any time during the hearing, the arbitral tribunal may, with the approval of the Chamber, charge 50% of its daily rate for the number of days reserved for the hearing but not used.
16. The arbitrators may also charge for their reasonable expenses incurred in the course of the arbitration, which must be reasonable in amount, taking into account all the circumstances of the case, and which will be paid by the Chamber to the arbitrators on presentation of supporting receipts.
17. Subject to Clause 27 below, the fees and expenses of the arbitrators shall be paid by the Chamber to the arbitrators, on presentation of supporting invoices, from the advances paid by the parties.

Emergency Arbitrator Fee

18. An application for the appointment of an Emergency Arbitrator shall be accompanied by an Emergency Arbitrator Fee of \$35,000, without which the application will be treated as not having been received.
19. The Emergency Arbitrator Fee shall comprise:
 - (a) the Chamber's fee of \$10,000; and
 - (b) the Emergency Arbitrator's Fee of \$25,000.
20. No part of the Chamber's fee shall be refundable.
21. If the Chamber grants the application for the appointment of an Emergency Arbitrator, no part of the Emergency Arbitrator's Fee shall be refundable. If the Chamber refuses the application, the Emergency Arbitrator's Fee shall be returned to the party that paid it.

Advances on costs

22. In accordance with Article 30.1 of the Rules, the Chamber shall, promptly upon the notification of the appointment of the arbitral tribunal in accordance with Article 9.10 of the Rules, and from time to time thereafter during the arbitration, direct the parties to pay appropriate amounts as an advance for the costs of the arbitration as set out at Article 36.2 of the Rules, other than the parties' own legal and other costs.
23. If the payments directed are not made promptly and in full, the Chamber shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may, after consultation with the Chamber, order the suspension or termination of the proceedings.

24. Failure by a party asserting a claim or counterclaim to make the required payment may be deemed by the arbitral tribunal a withdrawal of the claim or counterclaim.
25. After the final award has been made, the Chamber shall render an accounting to the parties for the payments made and shall return any unexpended balance to the parties in the proportions in which the payments were made.

Hearing rooms and support services

26. The fees set out in this schedule do not cover the cost of hire of hearing rooms, or the cost of any related support services, including, but not limited to, any secretary of the arbitral tribunal, court reporting, transcription, translation, photocopying and catering.

Joint and several liability

27. The parties shall be jointly and severally liable to the Chamber and to the arbitral tribunal for the costs of the arbitration, as set out at Article 36.2 of the Rules, other than the parties' own legal and other costs, until all such costs have been paid in full.

Disputes

28. Any dispute regarding the administrative fees, the Emergency Arbitrator Fee, the fees and expenses of the arbitral tribunal, or the fees of any secretary of the arbitral tribunal shall be determined by the Chamber.