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AGREEMENT OF SUBMISSION AND ARBITRATION

IN THE MATTER OF THE ARBITRATION ACT 1996 AND IN THE MATTER OF AN ARBITRATION BETWEEN

(Claimant) _____

Address _____ Postcode _____ Email _____

AND

(Respondent) _____

Address _____ Postcode _____ Email _____

WHEREAS a dispute or difference has arisen and still exists between the above parties regarding

and they have failed to come to terms:

AND WHEREAS it is the desire of the parties to refer such dispute or difference for final determination by way of Din Torah to the arbitration and final decision of the Beth Din of the Federation of Synagogues, London:

ARBITRATION AGREEMENT

NOW THEREFORE the parties agree as follows:

1. The parties hereby agree to refer to the arbitration and final decision of the Beth Din of the Federation of Synagogues, London, the tribunal consisting of

any and all disputes and differences between them regarding the above issue and any other issue arising in connection with this, for determination by way of Din Torah according to the rules of procedure customarily employed in arbitrations before the Beth Din (including commencing proceedings and hearing witnesses at night), and according to principles of *halachah* and/or general principles of equity customarily employed in arbitrations before the Beth Din, and/or English law where applicable as decided by the Beth Din.

2. The parties hereby agree that the Beth Din can replace any of the Dayanim on the Beth Din tribunal with another Dayan should any of the members of the tribunal be unavailable to continue on the tribunal for any reason. In such a circumstance the Din Torah will continue from the point at which this occurs, with the new Dayan relying on protocols and/or recordings and/or the reports of the other Dayanim to inform him as to the nature of the proceedings until then.
3. The parties hereby authorise the Beth Din to issue Interim Rulings and/or Orders of any nature, including but not limited to Restraining Orders and Interim and/or Partial Decisions or Awards.
4. The parties hereby authorise the Beth Din to appoint experts or professionals to submit opinions which the Beth Din feels are required for the case, including but not limited to Receivers and Administrators, and to pay any fees in this regard that the Beth Din instructs. Notwithstanding any appointment of expert opinion it will be the sole jurisdiction of the Beth Din to decide the issues.
5. The parties hereby agree each on their part to accept, implement and perform the Orders, Decisions and/or Award of the Beth Din touching all disputes, differences and claims between the parties, which Award shall be final and binding, and to pay any damages, indemnities and costs as the Beth Din may determine, within the period specified in the Award.
6. If any party is an organisation or corporate body or the like, the undersigned on behalf of that party declares that he/she is authorised to represent that party in this arbitration, and that if it transpires not to be so the undersigned takes personal liability for any Award that the Beth Din may issue against that party.
7. The parties hereby agree that should either party, after the preliminary hearing has been heard inter partes, subsequently fail without good cause to attend any subsequent hearing, the Beth Din may proceed to determine the matter ex parte.
8. The Beth Din will usually provide a detailed Award explaining the reasons for the Award, if requested, but reserves the right to issue a brief Award which defines the decision of the Beth Din without giving detailed reasons for the decision.
9. The undersigned confirm that their contact details as provided to the Beth Din are correct.
10. The parties hereby waive all rights to make any claim, in any forum, against the Dayanim and/or all other employees and agents of the Beth Din, and exempt them from any liability, in connection with this Din Torah arbitration.
11. **All of the above was undertaken with a valid kinyan in the manner most effective in Halachah according to Chazal, with the cancelling of all modo'os.**

In witness whereof the parties have set their hands below,

This _____ day of the month of _____ in the year _____, (_____/_____/_____) here in London.

Signed: _____ (Claimant)

Signed: _____ (Respondent)

In the presence of: _____ (Registrar to the Beth Din)