



FORM No. 1

REF No.

NOTICE OF ARBITRATION

PART A¹: *Compulsory Information to be included in the Notice of Arbitration*

DETAILS OF CLAIMANT²

NAME

ADDRESS

ID No. Or PASSPORT No. Or
COMPANY REGISTRATION No.

TEL No.
FAX No.
MOBILE No.
E-MAIL Address

DETAILS OF RESPONDENT³

NAME

ADDRESS

ID No. Or PASSPORT No. Or
COMPANY REGISTRATION No.

TEL No.
FAX No.
MOBILE No.
E-MAIL Address

¹ Where the space provided is not sufficient, further information may be submitted in separate sheets annexed to this form.

² The term 'claimant' includes one or more claimants.

³ The term 'respondent' includes one or more respondents.

1. The Claimant declares that a dispute has arisen with the respondent mentioned above and demands that the dispute be referred to arbitration.
2. For the purposes of Article 17(3) of the Arbitration Act, the Claimant makes reference to the arbitration clause or the separate arbitration agreement that is invoked as stated hereunder:

Article 21 of the General Terms and Conditions of Service holds the following:

21. JURISDICTION

21.1 Any dispute, controversy or claim arising out of or in relation to the Principal Agreement, including the validity, invalidity, breach or termination thereof, shall be finally settled by arbitration in accordance with the provisions of Part IV ("Domestic Arbitration") of the Arbitration Act (Chapter 387 of the Laws of Malta) and the Arbitration Rules made thereunder, as in force on the date of commencement of the relevant dispute (such commencement to be established in accordance with such Rules).

21.2 There shall be one arbitrator, to be appointed by agreement between the Parties or, failing such agreement, by the Chairman of the Malta Arbitration Centre at the request of either Party.

21.3 The seat of the arbitration shall be such place in Malta as may be agreed by the Parties and, failing such agreement, it shall be in Malta at the premises of the Malta Arbitration Centre. The arbitral proceedings shall be conducted in English language.

21.4 The existence of a dispute, even if referred to arbitration, will not relieve any Party to the Principal Agreement from honouring its contractual obligations under the Principal Agreement.

3. The Claimant makes reference to the contract out of which, or the defined legal relationship in respect to which, the dispute arises:

The Principal Agreement dated 24th May 2021 and the ancillary agreements.

4. The Claimant hereby states the general nature of the claim and indicates the amount involved, if any:

NATURE OF CLAIM: Claim for the payment of services rendered by Claimant to Respondent in terms of the Principal Agreement.

AMOUNT INVOLVED: €32,258.25 plus interest at the highest applicable rate per annum from the date of each invoice in terms of the Principal Agreement and/or ancillary agreements.

5. The relief or remedy sought by the Claimant/s is:

1. The Claimant seeks a declaration to the effect that the Respondent is the debtor of the Claimant for the total amount of thirty two thousand, two hundred and fifty-eight Euro and twenty five cents (€32,258.25), or any other more exact sum, together with interest at the highest applicable rate per annum due from the date of each invoice.
2. The Claimant also seeks an order condemning the Respondent to pay the Claimant the said total sum of thirty two thousand, two hundred and fifty-eight Euro and twenty five cents (€32,258.25) together with interest at the highest applicable rate per annum due from the date of each invoice together with the legal costs.

6. The Claimant proposes that, as the parties have not previously agreed thereon, the arbitrators shall be:
(a) one arbitrator or ~~(b) three arbitrators~~⁴

NAME/S:

OR

The Claimant states that the number of arbitrators previously agreed thereon by the parties is:
(a) one arbitrator or ~~(b) three arbitrators~~⁵

NAME/S:

PART B⁶: Declaration of Representation or Assistance⁷

It is hereby being declared that for the purposes of Article 18 of the Arbitration Act:
(a) the claimant is being represented/assisted⁸ by:

Name

Address

Tel No.

Fax No.

Mobile No.

E-mail

Address

PART C: Optional Information to be included in the Notice of Arbitration

The notice of arbitration may be accompanied by the following documents:

Statement of Claim

PART D: Additional Information for the Respondent's Benefit

This Form is a Notice of Arbitration in terms of Article 17(1) of the Arbitration Act. You are furthermore being informed that, subject to the provisions of the Act and the Rules made thereunder, arbitral

⁴ Delete as necessary.

⁵ Delete as necessary.

⁶ If this Part is not completed, it means that the claimant is not being represented or assisted.

⁷ A person appointed as a representative of a party may sign, file and be served with all acts and documents in the arbitration, including this Notice. A lawyer or a legal procurator appearing for a party is deemed to be a representative with full powers of representation unless the Malta Arbitration Centre is informed otherwise in writing.

⁸ Delete as necessary.

proceedings are deemed to have commenced on the date on which you receive this Form. If your address is different from that provided in Part A of this Form, you are hereby requested to notify immediately the Registrar of the Malta Arbitration Centre with an address where any act/document in connection with these proceedings may be served on you.

Additional Attachments/Documents (please list attachments/documents, if applicable)

Signature of Claimant/Representative

Date

PART E: *For office use only*

Date of filing of the Notice of Arbitration:

By whom this form has been filed:

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Filing Fee⁹:

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⁹ If more than two parties are involved, a flat rate equivalent to 10% of the filing fee is paid for each additional party.