



23 Portland Avenue, London N16 6HD Tel/Fax: 020 8802 1150

בס"ד

ARBITRATION AGREEMENT

Under the ARBITRATION acts of England

We the undersigned _____ of _____
_____ plaintiff
and _____ of _____
_____ defendant

hereby attest by our signatures that we subject ourselves to the arbitration of the Beth Din Zedek of Tchabe (the panel being comprised of Dayanim appointed) who will decide all matters regarding all and any disputes and/or any related claim or counter-claim between us.

We hereby undertake to abide fully with their decision, which we agree, will be final and binding on each of us and not subject to appeal in any court of competent jurisdiction. This agreement shall be valid, binding, and legally enforceable within the laws of every country, and agree that;

A. The Beth Din shall give its decision(s) in accordance with its understanding of Jewish Law and may resolve this controversy in accordance with Jewish law ("*din*") or through court ordered settlement in accordance with Jewish law ("*p'shara krova l'din*") or where appropriate in its discretion, be absolutely entitled to order a suitable compromise ("*p'shara*").

B. In addition to any final award, the arbitrators may make other decisions, including interim or partial orders and awards. The Beth Din shall retain jurisdiction over this matter after publishing its award, and shall be authorized to modify the award for any reason they deem proper and shall determine the extent of the reasoning given for the decision(s).

C. The Beth Din may fill, or decline to fill, any vacancy, due to the death, resignation, absence or incapacity extending over seven days, of any Dayan of the Beth Din and may decide to have evidence taken by another Beth Din or single Rabbi or Dayan to be appointed for the purpose in the geographical location of a witness.

D. The Beth Din is empowered to start proceedings at any time of the day or night, and may, at its discretion, accept testimony which would otherwise not be acceptable in strict Jewish Law, e.g. testimony given at night etc.

E. Each party to this arbitration, by its signature declares that it is fully entitled to act and has authority to implement every aspect of this matter and undertakes, in the event of any misrepresentation, to (i) indemnify the costs of any party and / or the Beth Din, and (ii) to personally compensate for any failure to carry out any judgment of the Beth Din;

F. Each party to this arbitration, by its signature agree that, in the event that any party or its representative fails to attend any duly arranged hearing, or fails to cooperate with the Beth Din in any manner, then, as the Beth Din considers appropriate, **EITHER** the arbitration may continue ex-parte **OR** the Beth Din may withdraw from the arbitration, and, notwithstanding clause 3c. above, permit the dispute to be referred to a civil court of law. but may not claim without specific sanction of Beth Din any award which is forbidden by Jewish Law (e.g. which the Beth Din rules is regarded as *Ribbis* - forbidden usury).

G. Each party to this arbitration, by its signature undertakes not to litigate before any other court or tribunal (whether in the United Kingdom or elsewhere) any matter related to this dispute, (subject only to Judicial Review) without the consent in writing of the Beth Din and not to bring any claim against the Beth Din, nor any of its members, nor the Registrar or clerks nor any member of staff, and agrees to indemnify them in this respect, subject to Judicial Review.

H. In the event that any part of this document is proved invalid, that shall not invalidate the remaining parts.

Each party hereby confirms that, in accordance with the requirements of Jewish Law, it has made a קנין סודר, an act of acceptance with immediate effect, on all above undertakings, thereby constituting a formal commitment.

Plaintiff

Name:
Date:
Witness 1:
Witness 2:

Defendant

Name:
Date:
Witness 1:
Witness 2: