

<u>Terms and Conditions of Registration and Participation</u> (Mandatory)

For the 7 Day Course on Arbitration 2024

(Both - Physical and Virtual / Online) <u>Pre Registration</u>

- **1.** It is made clear to all desirous of registering as Participants that this is a Certificate Course in Arbitration (and is not a seminar / webinar, etc.).
- 2. The Course is being conducted physically at the venue in the IMC Building at Churchgate, Mumbai, and only those persons residing outside Mumbai will be permitted to join and attend the Course virtually / online (through video conferencing on Zoom platform). Participants attending physically will not have the option to switch or attend any session online, nor will online participants have the option to switch or attend any session physically.
- **3.** The Course is open only to Indian nationals resident in India.
- **4.** To maintain standards and quality, a very limited number of participants will be enrolled and admitted to the Course strictly on '*first-come-first-served*' basis, and only upon registration, payment of full fees and subject to all Terms and Conditions of (**Pre and Post**) Registration and Participation.
- 5. Registration of participants for the Course (other than those under student category) will be online. Submission of registration form, duly and fully filled, and payment of the entire registration fees are mandatory and prerequisites for confirming the admission of participant for this Course.
- **6.** Submission of a valid photo ID (proof of identity) and address proof by each participant is a must for every registration.
- **7.** Registration of a participant under student category will be carried out at the IMC office, and is available only for 5 (five) bonafide students *in Final Year of law degree course (either 3 year or 5 year course)* and subject to valid student photo ID.
- **8.** If a participant is availing benefit of membership of IMC (including Ladies Wing and Young Leaders Forum 'YLF'), then valid Membership Number shall be provided by the participant in the form.
- **9.** Registration Fees include the study material and papers, if any prepared by the Speakers, which will be circulated to each participant prior to each session.
- **10.** The registration and fee of a participant is non-transferable and non-refundable.
- **11.** Only the registered participant shall attend the Course and access the study material and papers.
- 12. The Course contents, topics, sequence/ order of the sessions, dates and the Speakers are subject to change if the circumstances so require, and shall be at the sole and absolute discretion of IMC and its Arbitration Committee Chair / Co-Chair.
- **13.** For receiving a Certificate for successful completion of the Courts, it is mandatory for the participant to attend a **minimum of eleven (11) full/entire sessions** out of fourteen (14) sessions of the Course, which shall be a pre-requisite for successful completion of the Course and receiving a Certificate.
- 14. In case of any queries or issues contact: IMC Legal Department Secretariat, Ms. Sia Wagle / Mr. Prajakt Palladwar Tel: + 91 22 7122 6640 / 6729, Email: legal@imcnet.org



Post Registration / Participation

- as absent for that session, joining at least 10 minutes prior to its commencement, and a maximum of 15 minutes grace time may be given to a participant for that session at the discretion of Host / IMC Arbitration Committee Chair/ Co-Chair. There will be a short convenience break in between Sessions on each day, and all the participants shall adhere to the schedules and timelines. Each Participant attending physically is expected to and shall personally sign the 'Attendance Sheet' for each Session on each day, and the onus is on the participant to sign at the beginning of or during the Session. Participants shall not indulge in proxy signing.
- **16.** The Participants are expected to be formally dressed during each session.
- 17. Participants are advised to keep available at hand during each session the following:
 - (a) The latest edition of the Arbitration and Conciliation Act, 1996 (as amended by the Amendment Act, 2021, and upto date);
 - **(b)** Notebooks / notepad for taking notes; and
 - (c) Writing instruments.
- 18. The Participants shall note that the study material and papers are the property of the Speakers and IMC and are private and confidential and, strictly and exclusively for personal use of reference of only the registered participant, and shall not be quoted, copied, extracted, circulated, reproduced, disseminated, shared or distributed, in part or full, in any manner and if found in breach may have to face strict action and consequences.
- 19. The Participants shall note that the audio and/or video of any of the sessions, shall not be recorded/downloaded, copied, extracted, circulated, reproduced, disseminated, shared or distributed, in part or full, in any manner and if found in breach may have to face strict action and consequences.
- **20.** It is mandatory to fill and submit Feedback form by every participant **for each session** on each day. In case you have any difficulty in submitting the feedback form, kindly contact us.
- **21.** Time permitting, the Participants may be given an opportunity to ask / put questions to the Speakers during the 'Question and Answer' portion, usually at the end of the session (for online Participants by submitting the question in the chat section during the session).
- 22. Participants shall keep their question brief, avoid asking multiple questions and be pointed and specific. There are other Participants too who would like to ask questions, and given the limited time at hand, they too deserve a chance.
- 23. When asking any question, the Participant shall identify themself (e.g. name, whether practicing advocate, law officer of a corporate, professional, student, etc.).
- **24.** Participants are requested not to ask any questions to any of the Speakers on topics other than those covered under that particular session.
- **25.** Participants shall strictly ensure that they do not ask any questions to any of the Hon'ble Judges, which relate to matters before the Hon'ble Courts.
- **26.** Participants shall strictly ensure that they not ask any questions on or in respect of or relating to any judgments passed by the Hon'ble Judge or any other Judge or any Court.



- 27. Participants shall treat the Hon'ble Judges with greatest respect, address them with the dignity attached to their office, and always bear in mind that the Hon'ble Judges have spared their valuable time and effort to be with us to impart knowledge.
- **28.** Participants shall treat the Main and Associate Speakers with greatest respect, address them courteously, and always bear in mind that they have spared their valuable time and effort to be with us to impart and share knowledge.
- **29.** Participants shall NOT ask any question which relates to or concerns matters that the Participant is directly or indirectly involved or concerned or connected with in any capacity whatsoever.
- 30. Whether the participant has failed to comply with any of these terms and conditions shall be decided at the sole and absolute discretion of the IMC Arbitration Committee Chair / Co-Chair and if found in breach, the Participant may:
 - (a) be removed from the session and be treated as absent;
 - (b) be prevented and restricted from attending any or all of the further sessions;
 - (c) not be issued a course completion certificate,

and no issue in this regard shall be entertained from any person and such decisions shall be final and binding.

31. By registering and being admitted to the course, the participant has read, accepted and agreed to all Terms and Conditions of (Pre and Post) Registration and Participation unconditionally and irrevocably and is strictly bound by the same.

(Additional, for Virtual / Online)

- **32.** In case of connectivity or logging in issues on the virtual platform before or during the session, the participant may immediately contact any of the following:
 - (a) Mr. Narendra Kadam (Phone No. +91 22 7122 6709)
 - (b) Mr. Sameer Vaze (Phone No. +91 22 7122 6671)
- **33.** The Participants shall ensure that there are no audio disturbances or background noises / sounds from their end of the connection when they are online.
- **34.** While logging in online, every Participant shall <u>display their full name</u> (as given at time of registration and provided in the registration form).
- **35.** Participants are mandatorily required to keep their video switched <u>ON with their face visible at all</u> times during each and every session and, the participants' microphones shall remain on mute.
- **36.** The Participants alone shall be responsible to ensure proper, effective and continuous broadband / internet connectivity to their respective devices during each session and for the duration of each session (for the purposes of identification, attendance and issuance of course completion certificate).
- **37.** The weblink / login details for each session / day for the Course will be sent only to participants registered for attending online, and is not to be shared with any other person under any circumstances.