

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

For the 7 Day Course on Arbitration 2025

(Both - Physical and Virtual / Online) PREREGISTRATION

- **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 PERSONS RESIDING OUTSIDE MUMBAI have an option of and will be permitted to join, participate and attend the Course virtually / online (through video conferencing on Zoom platform).
- **3.** Participants attending (i) physically will not have an option to switch or attend any session(s) online;(ii) online will not have an option to switch or attend any session(s) physically.
- **4.** The Course is open only to Indian nationals resident in India.
- **5.** 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.
- **6.** Registration of participants for the Course (*other than those under student category*) will only be online.
- **7.** Submission of registration, duly and fully filled, and payment of the entire registration fees are mandatory and prerequisites for confirming the admission of participant for this Course.
- **8.** Also, submission of (i) valid photo ID (proof of identity) and (ii) valid address proof, by each participant is mandatory at the time of registration.
- 9. 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 is additionally subject to valid student photo ID. Student participants shall have to attend the course physically at the venue.
- 10. Participant who have already attended this course in the past for two or more years, and have received 'Course Completion Certificates', shall not register or be admitted for the physical mode of the course. However, they maybe be considered for being admitted to 'online' mode at the exclusive discretion of IMC, and only if there is a vacancy in the number of participants in online mode. Preference shall be given to participants registering for the first time.



- 11. If a participant is availing benefit of membership of IMC (including Ladies Wing or Young Leaders Forum 'YLF'), then valid Membership Number shall be provided by the participant at the time of and in the registration form.
- 12. Registration Fees include the study material and papers, if any prepared by the Speakers, which will be circulated in electronic/digital (soft copy) form via email to the participant (attending physically or online) at their respective registered email ID's, the previous evening or prior to each session. Participants shall have the option to have with them the study material and paper for the session in electronic/digital form or printout a hard copy of these papers while attending the respective session. No hardcopy/printout shall be provided to the participants.
- 13. The registration and fee of a participant is 'non-transferable' and 'non-refundable'. No requests in this regard shall be entertained, save and except in exceptional circumstances and entirely at the discretion of IMC and Chair / Co-Chair of the Arbitration Committee, whose decision shall be final.
- **14.** Only the registered participant alone shall attend the Course, and receive and access the study material and papers.
- 15. The Course contents, topics, preparation and circulation of study material and papers, sequence/order of the sessions, dates and times of the sessions, and Speakers conducting the sessions (Main or Associate Speakers) are subject to changes, if the circumstances so require, and shall be entirely, solely and at the absolute discretion of IMC and its Arbitration Committee Chair / Co-Chair, whose decision shall be final.
- 16. For receiving a 'Course Completion Certificate', it is mandatory for the participant to attend a minimum of eleven (11) FULL/ENTIRE sessions out of the fourteen (14) sessions of the Course, which shall be a pre-requisite for successful completion of the Course and receiving a Course Completion Certificate.
- 17. Participants not attending the minimum of eleven (11) FULL/ENTIRE sessions out of the fourteen (14) sessions of the Course shall NOT be entitled to receive the Course Completion Certificate. No requests, grievances, issues or grounds shall be entertained or considered from any participant in this regard or with regard to participant's attendance.
- 18. No requests for issuance of Course Completion Certificate shall be entertained or considered from any Participant who has not attended the <u>minimum of eleven</u> (11) FULL/ENTIRE sessions out of the fourteen (14) sessions.
- 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 AND PARTICIPATION

- 20. (i) Each Participant attending the Course is mandatorily required to attend the FULL/ENTIRE session or shall be considered as absent for that session. (ii) Participant shall join each session atleast 10 minutes prior to its commencement. (iii) A maximum of 15 minutes grace time may be given to a participant for that session, which shall be entirely at the discretion of Host/IMC Arbitration Committee Chair/Co-Chair and dependent on exceptional, genuine and unforeseen circumstances. (iv) Participants shall be entitled to avail of such grace time for maximum two (2) sessions. (v) There will be a short convenience break in between Sessions on each day. (vii) All the participants shall strictly adhere to the schedules and timelines. (vii) Each Participant attending physically is expected to and shall personally sign the 'Attendance Sheet' for each Session on each day. (viii) The onus is on each participant to sign at the beginning of or during the Session. (ix) Participants shall not indulge in proxy signing or the attendance of both participants shall be marked as absent for that session.
- 21. It is entirely the duty and responsibility of each Participant to attend the sessions. No request shall be entertained or considered to condone any inability, failure or absence to attend any session for any reason, or treat the Participant as present for the session(s).
- 22. The Participants are expected to be formally dressed/attired during each session.

 (Kindly note that sitting and retired Judges, and practicing Sr. Advocates and Advocates are conducting their respective sessions)
- **23.** 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 upto date);
 - **(b)** Notebooks/notepad for taking notes;
 - (c) Writing instruments; and
 - (d) Session study material and papers of the respective session (If provided).
- 24. The Participants shall note that the study material and papers are the property of the Speakers and IMC, and are strictly private and confidential and, strictly and exclusively for personal use of reference of the registered participant alone, and shall not be quoted, copied, extracted, shared, circulated, reproduced, disseminated or distributed, in part or full, in any manner and if found in breach may have to face strict action and consequences.
- 25. The Participants shall note that the audio and/or video and/or images of any of the sessions, shall not be shared, recorded/downloaded, copied, extracted, circulated, reproduced, disseminated or distributed, in part or full, in any manner and if found in breach may have to face strict action and consequences,



including withdrawal, revocation and cancellation of the Course Completion Certificate, if issued to the Participant.

- 26. It is mandatory for each Participant to ensure, filling up and submitting their respective Feedback form for each session on each day the session is held. In case you have any difficulty in submitting the feedback form, kindly immediately contact IMC Legal Department Secretariat, Ms. Sia Wagle / Mr. Prajakt Palladwar at the venue or on Tel: + 91 22 7122 6640 / 6729, Email: legal@imcnet.org.
- **27.** Time permitting, the Participants may be given an opportunity to ask/put questions to the Speakers during the 'Question and Answer'/interactive discussion portion, usually at the end of the session (for online Participants by submitting the question in the chat section during the session).
- 28. Participants shall (i) keep their question brief; (ii) 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.
- 29. When asking any question, the Participant shall first identify themself (e.g. name and whether practicing advocate, law officer of a corporate, professional, student, etc.).
- **30.** Participants are requested to refrain themselves from and shall not ask any questions to any of the Speakers on topics other than those covered under that particular session, nor seek opinions, views or advice on any matters.
- **31.** 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.
- **32.** 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.
- **33.** 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 and share knowledge.
- **34.** 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.
- **35.** 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 or manner whatsoever.
- 36. Whether the Participant has failed to comply with any of these terms and conditions shall be decided entirely at the sole and absolute discretion of the IMC Arbitration Committee Chair/Co-Chair and if the Participant is found in breach, the Participant may:
 - (a) be removed from that 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;
- (d) if issued a Course Completion Certificate, the same may be withdrawn, revoked and cancelled;

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

- are event for the distribution of Course Completion Certificates to all eligible participants will be organized separately at IMC, after the course is completed, at a date and time to fixed and scheduled at the discretion of IMC and its Arbitration Committee, of which advance intimation shall be sent to eligible Participants. (i) Participants who are unable to attend this event in person, shall inform IMC Legal Department Secretariat, Ms. Sia Wagle / Mr. Prajakt Palladwar by Email: legal@imcnet.org and collect their Course Completion Certificates; (ii) The Participants shall co-ordinate with IMC Secretariat and ensure that they collect/receive their certificate within a period of four (4) months from date of the Course Completion Certificate distribution event; (iii) Thereafter no request for Course Completion Certificate will be entertained by IMC; (iv) No request for issue of duplicate Course Completion Certificate shall be entertained.
- 38. By registering and being admitted to the course, the Participant has read and is deemed to have read, accepted and agreed without any reservation to all Terms and Conditions of (Pre and Post) Registration and Participation fully, unconditionally and irrevocably, and is strictly bound by all the Terms and Conditions of (Pre and Post) Registration and Participation.
- 39. 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



(ADDITIONALLY FOR ALL VIRTUAL / ONLINE PARTICIPANTS)

- **40.** The weblink / login details for each session / day for the Course will be sent only to participants registered for attending online, and shall not to be shared with any other person(s) under any circumstances. Any violation shall result in breach by the Participant and consequences shall follow.
- **41.** In case of any connectivity or logging in issues on the virtual platform before or during the session, the participant shall 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)
- 42. The Participants shall, when they are online, ensure that there are no audio disturbances or background noises / sounds of any kind from their end of the connection.
- 43. The Participants shall not share their device screen with any other person while attending the session online otherwise the said participant shall be removed from the session and marked as absent.
- **44.** Participants attending online are expected to and shall remain seated at one place in private and alone.
- 45. Participants attending online, during the session, if found to be in vehicle, public place, conducting work and affairs, not being alone, failing to keep video camera on with face fully visible, etc. shall be removed, prevented from attending and participating in that session. Such continued acts shall result in the participant being removed from the course. No requests of any nature shall be entertained.
- **46.** 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).
- **47.** Participants are mandatorily required to keep their video switched <u>ON with their face visible at all times</u> during each and every session and, the participants' microphones shall remain on mute.
- **48.** The Participants alone shall be responsible to ensure proper, effective and continuous broadband / internet connectivity for 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).
- 49. 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

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