



**The Utilities Regulation and Competition Authority Alternative Dispute Resolution (ADR) Scheme for Disputes between Licensees and Independent Power Producers for the Electricity Sector in The Bahamas**

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## Part 1 – Commencement of Dispute

### 1. Introduction

- (a) The Utilities Regulation and Competition Authority (“URCA”) introduces and issues the Electricity Sector Alternative Dispute Resolution Scheme, 2021 in accordance with section 40 (10) of the Electricity Act, 2015. Under this provision, URCA has an obligation to establish one or more alternative dispute resolution (“ADR”) schemes for disputes between licensees and independent power producers (“IPP”s).
- (b) Where such disputes are referred to URCA, the dispute shall be evaluated and processed by URCA in accordance with the Electricity Sector Alternative Dispute Resolution Scheme, 2021.

### 2. Application

- (a) This Scheme shall apply to all Licensees who have been issued by URCA any of the following Licenses in accordance with the Electricity Act –
  - i Public Electricity Supplier License (“PESL”);
  - ii Authorized Public Electricity Suppliers License (“APESL”); or
  - iii Independent Power Producer License (“IPPL”).

### 3. Definitions

- (a) The following terms will have the following meanings:
  - i **Applicant** – means a licensee or an IPP who is entitled to raise a dispute, and who in fact raised a dispute and thereby requests dispute resolution.
  - ii **Costs** – includes fees, charges, disbursements, expenses and remuneration.
  - iii **Day** – means every day other than a Saturday, Sunday or Public Holiday; where these rules establish a timescale for doing a required act or taking any action or any step in the ADR process, the affected party shall take such action or step by 4:30 pm on that day, unless URCA determines otherwise.

- iv **Dispute** – means any unresolved matter in contention between a licensee and independent power producer where one or both parties is aggrieved by the decision or conduct of the other and the parties have failed to reach an amicable resolution after good faith effort has been made to resolve the matter in contention.
- v **Respondent** – means a licensee or an IPP who has been given notice either by URCA and/or the Applicant that a Dispute has been raised.

#### 4. Interpretation

In this Scheme, unless the contrary appears:

- (a) headings are for convenience only and do not affect interpretations;
- (b) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) words in the singular include the plural and vice versa;
- (d) words importing persons include a body whether corporate, political or otherwise;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) mentioning anything after include, includes, or including does not limit what else might be included;
- (g) words and expressions which are not defined have the meanings given to them in the Electricity Act and otherwise the Interpretation and General Clauses Act;
- (h) reference to a person shall include firms, companies, a person's executors, administrators, successors, agents, assignees and novates;
- (i) unless the context otherwise, any reference in this Scheme to a specified section is a reference to that section in this Scheme and any reference to a specified paragraph or subparagraph is a reference to that section, that paragraph of the section, or that subparagraph of the paragraph, in which the reference occurs, and any reference to an Appendix is a reference to the appropriate Appendix to this Scheme.

**5. Effect**

- (a) This Scheme shall have effect subject to anything to the contrary in a contract between a Licensee and an IPP.
- (b) Notwithstanding anything contained in this Scheme, nothing herein contained shall operate so as to limit or exclude, or is intended to operate as to limit or exclude any legal rights or remedies of any Licensee or IPP or their respective access to the Courts or to any other appropriate dispute resolution forum.

**6. Notice of Dispute**

- (a) A dispute may be referred to URCA by a Licensee or Independent Power Producer (“IPP”) where the dispute is between the Licensee and Independent Power Producer (whether alone or jointly with other Licensees or IPPs) either –
  - i Jointly by mutual agreement of the parties; or
  - ii Ex parte by one party or by more than one party jointly to a Dispute.
- (b) A dispute shall be made in writing in accordance with the form annexed as Schedule 1 hereto and shall specify, at a minimum, in support of a Dispute –
  - i The parties to the dispute;
  - ii The authority to act on behalf of the person desiring the dispute to be reported which the party reporting the dispute claims to have;
  - iii Whether or not the parties have consented to the use of URCA’s ADR scheme or in the alternative whether there exists a binding agreement between the parties mandating the use of URCA’s ADR scheme;
  - iv Every issue relevant to the dispute;
  - v Where there is a relevant agreement in being, what action has been taken for dealing with the dispute under that agreement;
  - vi A concise statement of the nature of the claim made and the remedy and/or relief required;
  - vii What efforts have been made to resolve the dispute between the parties.
- (c) The Applicant shall attach to the Notice of Dispute Form all supporting documents/materials necessary for URCA to properly assess the application, inclusive of:
  - i Relevant contracts and/or agreements;
  - ii Correspondence between the parties; and

- iii Evidence of attempts to resolve the dispute before its referral to URCA.
- (d) The Notice of Dispute shall include all information and documents as are necessary to support the Dispute and shall be binding on the Applicant. The Applicant shall not be allowed to make any subsequent submission during any proceedings under this scheme which:
  - i Raises any new issue not previously disclosed in the initial submission;
  - ii Or contains information which should have been submitted in the initial submission; or
  - iii Takes any position that is inconsistent with the party's initial submission.
- (e) All notices for ADR (with accompanying documentation) shall be sent to the Director of Utilities and Energy of URCA either:
  - by hand, to URCA's office at Frederick House, Frederick Street, Nassau, Bahamas; or
  - by mail, to P. O. Box N-4860, Nassau, Bahamas; or
  - by fax, to (242)-393-0237; or
  - by email, to [info@urcabahamas.bs](mailto:info@urcabahamas.bs)
- (f) Every party reporting a dispute to URCA shall, without delay, furnish by hand, by courier or by email a copy of such report to the other party or parties to the dispute.

## **7. Timescales for Referral of Dispute to URCA**

- (a) A dispute may not be referred to URCA if a period of more than one (1) year elapsed from the date on which the cause of action on which the dispute is based accrued. Provided always that URCA may on an application made to it in any case extend such period if it considers it just to do so.
- (b) In acting under section 7(a), URCA shall have regard to all the circumstances of the case and in particular shall consider:
  - i The length of the delay;
  - ii The reason for the delay; and
  - iii The extent to which, having regard to the delay, relevant evidence is likely to be unavailable and/or less cogent than if the dispute had been brought within the period mentioned under section 7(a).

- (c) Where URCA decides to extend the time limit for the resolution of a Dispute, URCA shall set out:
  - i The reasons for extending any time limit and the new time limit;
  - ii The actions to be taken during any extended time limit so as to encourage efficiency; and
  - iii The steps to be taken where an agreement is not reached between the parties within the extended time limit by means of an alternative mechanism in the ADR process.

## **8. Recording the Dispute**

- (a) Once a Dispute is received, URCA will assign the dispute a unique reference number.
- (b) Any subsequent correspondence or filings in relation to the Dispute filed with URCA, by the parties to the dispute shall include a reference to the unique reference number.
- (c) URCA shall acknowledge receipt of every dispute referral in writing within five (5) days of receiving the Notice of Dispute. URCA's acknowledgment of receipt of a Notice of Dispute shall inform the Applicant of the unique reference number assigned to the dispute and shall indicate that a review of the information in support of the Dispute would be conducted.

## **9. Notification of Dispute to the Respondent**

- (a) Subject to the provisions of any Act of Parliament and this Scheme, a Notice of Dispute along with a copy of the material submitted by the Applicant to URCA must be served personally on each respondent by the applicant or his agent.
- (b) For the purpose of service, a Notice of Dispute is valid in the first instance for one (1) month beginning with the date of its filing with URCA.
  - i Where is Notice of Dispute has not been served on a Respondent, URCA may extend the validity of the Notice of Dispute from time to time for such period, not exceeding one (1) month at any one time, beginning with the day next following that on which it would otherwise expire, as may be specified in URCA's decision, if an application for extension is made to URCA before that day or such later day (if any) as URCA may allow.



- ii Before a Notice of Dispute, the validity of which has been extended under section 9(b)(i), is served, it must be marked with an endorsement by URCA showing the period for which the validity of the Notice of Dispute has been so extended.
- (c) The Applicant shall within five (5) days of Service of the Notice of Dispute and accompanying documents, provide URCA with an Affidavit of Service as evidence of service of the Dispute on the Respondents. The Affidavit of service shall state by whom the document was served, the day of the week and date on which it was served, where it was served and how.
- (d) Service on a Respondent will be deemed to have occurred in the following circumstances:
  - i Where the respondent and/or their attorney indorses on the Notice of Dispute that a statement that he accepts service of the Notice of Dispute on behalf of the respondent, the Notice of Dispute shall be deemed to have been duly served on that respondent and to have been so served on the date on which the indorsement was made.
  - ii Where a Notice of Dispute is not duly served on a respondent, but they issue comments in writing to URCA in accordance with section 10(b), the Notice of Dispute shall be deemed to have been served on him and to have been so served on the date on which the comments in writing are issued.

## **10. Response by the Respondent**

- (a) A respondent shall within five (5) days of Service of a Notice of Dispute on it, notify URCA in writing, confirming whether the Respondent consents to the use of URCA's ADR scheme or in the alternative whether there exists a binding agreement between the parties mandating the use of URCA's ADR scheme.
- (b) Where a respondent fails to respond within five (5) days in accordance with section 10(a), it shall be deemed to have submitted to the jurisdiction and use of URCA's ADR scheme.
- (c) A respondent shall within fourteen (14) days of Service of a Notice of Dispute on it complete and submit to URCA, also delivering a copy to the Applicant, a Response to Dispute Form (URCADR2) (copy found in Annex herein).

- (d) The comments from the Respondent shall include the following information:
  - i Whether the Respondent admits or denies the issues in the Dispute;
  - ii A response to each of the issues arising in the Dispute; and
  - iii Information and copies of any documents the Respondent intends to rely on in defending against the issues raised in the Dispute.

## **11. Declining or Dismissal of Dispute**

- (a) URCA shall decline or dismiss any Dispute referred to it on its own motion or on application by a party to the dispute where after an assessment of the information submitted in support thereof in addition to the Respondent's comments, demonstrates that:
  - i The matter is a complaint not subject to or appropriately resolved under this ADR scheme;
  - ii The Dispute is not within the regulatory jurisdiction of URCA;
  - iii The Dispute is frivolous, vexatious or an abuse of process;
  - iv The issue(s) for resolution form the subject of current litigation between the same parties;
  - v The Dispute does not raise any issue under the Electricity Act, licence condition or obligation of the parties;
  - vi The Dispute is presented otherwise than in accordance with URCA's ADR Scheme or directions from URCA;
  - vii All relevant parties to the dispute have not consented to the use of URCA's ADR Scheme for the resolution of the dispute; or
  - viii The Dispute is not in the public interest for URCA to determine.
- (b) URCA may not reject or dismiss a Dispute for defects in the information or its presentation without giving an opportunity for the Applicant to rectify the defects within such time as it may give for that particular purpose.
- (c) URCA shall in declining or dismissing an application for Dispute resolution under section 11 shall notify the parties in writing, giving reasons for such dismissal.
- (d) URCA shall not decline or dismiss a dispute without first giving all parties an opportunity to make written representations in relation to criteria set out under section 12.

## 12. URCA's Response to the Dispute Referral

- (a) Where there does not exist a binding agreement between the parties to the dispute mandating the use of URCA's ADR scheme, and a Respondent does not consent to the use of URCA's ADR scheme, then URCA shall close the Dispute and notify all parties. After closing the Dispute, URCA may consider whether it is appropriate to take a regulatory or other measure in relation to the Dispute based on the information in its possession at that time.
- (b) Where a Respondent refuses or fails to respond to a Notice of Dispute with its comments within the required timeframe, then URCA shall consider whether it is appropriate to take a regulatory or other measure in relation to the Dispute based on the information in its possession at that time.
- (c) URCA shall consider any dispute reported to it and the respondent's comments, and if in its opinion:
  - i suitable machinery for settling the dispute already exists by virtue of the provisions of any agreement between the parties to the dispute; or
  - ii the parties have not made reasonable efforts to resolve the Dispute;

URCA may as soon as is practicable, refer the matter for settlement in accordance with those provisions; and, where there is a failure to reach a settlement within ten (10) days after such a referral, the party reporting the dispute shall notify URCA of such failure.
- (d) Where, on receipt of a Notice of Dispute under section 6(a):
  - i it appears to URCA that no suitable machinery binding on the parties exists for the settlement of the dispute; or
  - ii URCA does not choose to refer the dispute for settlement under subsection 4(c); or
  - iii URCA has referred the dispute for settlement under section 4(c) and the party reporting the dispute has notified URCA pursuant to that subsection of a failure to reach a settlement.

URCA shall process the dispute in accordance with Part 2 of the Electricity Sector ADR Scheme, 2021.

## Part 2 – Progress of Dispute

### 13. Resolution of Dispute

- (a) A Dispute shall be resolved by:
  - i Mediation, conducted by URCA, or persons appointed by URCA; and/or
  - ii Arbitration by an expert, of specific identified matters having limited scope, appointed by URCA;
- (b) In the first instance, the parties to the dispute shall enter mediation in good faith, and where URCA serves a notice on the parties concerned requiring them to attend a meeting for that purpose, the parties concerned shall so attend.
- (c) Any party to a dispute who fails or refuses –
  - i To enter mediation in good faith under section 13(b); or
  - ii To attend a meeting when required to do so by URCA under section 13(b).

Shall act contrary to a regulatory and other measure [section 73(1) of the EA] punishable by penalties imposed under section 72(1) of the EA.
- (d) The mediation shall be governed by the procedure set out in Part 3 of the of the Electricity Sector ADR Scheme, 2021.
- (e) Where a settlement by mediation has not been reached within the period of sixteen (16) days or any longer period agreed upon by the parties, then URCA shall certify that mediation has been unsuccessful and issue a Notice to the Parties that the dispute will be referred to arbitration governed by Part 4 of the Electricity Sector ADR Scheme, 2021 and subject to the Arbitration Act, 2009 (No. 42 of 2009).
- (f) Any decision or award as a result of any such arbitration proceeding shall include the assessment of costs, expenses, and reasonable attorney fees and shall include a written record of the proceedings and a written determination of the arbitrators.
- (g) The decision of the Arbitrator shall be binding on the parties subject only to an Appeal to the Supreme Court of the Commonwealth of The Bahamas in accordance with the Arbitration Act, 2009 (No. 42 to 2009).

#### **14. Withdrawal of Dispute**

- (a) An applicant to a Dispute may withdraw a Dispute submitted to URCA for resolution as of right at any time before the dispute is referred for arbitration.
- (b) Where a Dispute is withdrawn, URCA may make such orders within its power under the Electricity Act as it deems appropriate. Such orders may include, but are not limited to, costs.

#### **15. Closing of Dispute**

- (a) Where the parties to a dispute have settled the dispute after the filing of a Notice of Dispute, the parties to the dispute shall, without delay, transmit to URCA a copy of the settlement signed by or on behalf of the said parties.
- (b) Any such settlement as aforesaid shall be binding on the persons agreeing to the settlement until varied by a valid agreement concluded by or on behalf of those persons.
- (c) Where: -
  - i the parties to a dispute have indicated explicitly, or it can be reasonably inferred by URCA, that they no longer wish to pursue the dispute;
  - ii the parties to a dispute have agreed to a course of action which, if taken, would resolve the dispute to the satisfaction of URCA and have notified URCA in accordance with section 15(a);
  - iii the Applicant to a dispute has withdrawn the dispute; or
  - iv a final decision has been made in the dispute.

URCA shall notify the parties to the Dispute in writing of its decision to close the Dispute and the reasons for its decision.

## **Part 3 – Mediation Rules**

### **1. Introduction**

- (a) The Utilities Regulation and Competition Authority (“URCA”) issues these Mediation Rules (the Rules) pursuant to section 40(10) of the Electricity Act, 2015. Under this provision, URCA has a duty to establish one or more alternative dispute resolution (ADR) schemes for disputes between licensees and independent power producers that may consist of mediation, conducted by URCA, or persons appointed by URCA.
- (b) Where such disputes are lodged for resolution by mediation, the mediation shall take place in accordance with these Rules. The Rules include the Schedule of Mediation Fees (the Schedule) in effect at the commencement of the mediation.

### **2. Commencement of Mediation**

- (a) Where URCA is satisfied in accordance with Part 1 of Electricity Sector ADR Scheme, 2021 that a dispute is ready to be referred for mediation, then URCA shall notify the parties of the commencement of the mediation as shall be determined by the Mediator appointed under these rules or as agreed in advance by the parties to the mediation process.

### **3. Appointment of Mediator**

- (a) Unless the parties have agreed on the appointment of a Mediator, the Mediator shall be appointed by URCA after consultation with the parties.
- (b) Any Mediator agreed by the parties or appointed by URCA shall be neutral, independent and impartial. Additionally, the Mediator must have the following minimum qualifications:
  - a) previous mediator training by an accredited mediation or arbitration body;
  - b) certifications or membership on a mediator roster of an accredited mediation or arbitration body;
  - c) relevant experience as a mediator; and
  - d) a minimum of five (5) years’ experience in a utility regulatory or utility environment.
- (c) Before accepting appointment, the Mediator shall disclose to the parties and to URCA any circumstances that might give rise to justifiable doubt as to the Mediator’s impartiality or independence or confirm in writing that no such circumstances exist.

- (d) Where, at any stage during the mediation, new circumstances arise that might give rise to justifiable doubt as to the Mediator's impartiality or independence, the Mediator shall promptly disclose such circumstances to the parties and URCA.
- (e) Where the Mediator discloses such circumstances that may give rise to justifiable doubt as to the Mediator's impartiality or independence, or where a party independently knows of such circumstances, the party or parties may object to and URCA may reject the appointment of the Mediator. In such circumstances, URCA shall appoint another Mediator.
- (f) The parties to the mediation shall be equally responsible for the payment of the mediator's professional fees for conducting the mediation.

#### **4. Role of Mediator**

- (a) The Mediator shall act in an independent and impartial manner to assist the parties in reaching an amicable settlement of the Dispute but shall have no authority to impose a settlement on the parties.
- (b) The Mediator shall be guided by the principles of objectivity, fairness and transparency, giving equal consideration to the rights and obligations of the parties and the circumstances surrounding the Dispute, including any previous business practices between the parties
- (c) Where the Mediator has reason to believe that any issue in dispute between the parties is not susceptible to resolution through mediation, the Mediator may propose, for the consideration of the parties, procedures or means for resolving those issues which the Mediator considers are most likely, having regard to the circumstances of the Dispute and any business relationship between the parties, to lead to the most efficient, least costly and most productive settlement of those issues. In particular, the Mediator may so propose:
  - (i) an expert determination of one or more particular issues; or
  - (ii) arbitration.

#### **5. Representation of Parties and Participation in Meetings**

- (a) Any party to the mediation may represent itself in the mediation or may be represented or assisted by another person in meetings with the Mediator.

- (b) A party to the mediation process must have a representative present at all times during the mediation with the authority or delegated authority to discuss and negotiate a settlement.
- (c) The parties may seek counsel at any time during the mediation if they so choose.
- (d) Within five (5) business days of the appointment of the Mediator, the names and addresses of persons authorised to represent a party, and the names and positions of the persons who will be attending the meetings of the parties with the Mediator on behalf of that party, shall be communicated in writing by that party to the other party, the Mediator and to URCA.

## **6. Conduct of the Mediation**

- (a) The mediation shall be conducted in the manner agreed by the parties. If, and to the extent that the parties have not made such an agreement, the Mediator shall, in accordance with these Rules, determine the manner in which the mediation shall be conducted; having in mind at all times the circumstances of the case and the wishes of the parties.
- (b) As soon as reasonably possible after being appointed, the Mediator shall, in consultation with the parties, establish a timeline for the submission by each party to the Mediator and to the other party of a report summarizing the Dispute, the party's interests and contentions in relation to the Dispute and the present status of the Dispute, together with such other information and materials as the party considers necessary for the purposes of the mediation and, in particular, to enable the issues in dispute to be identified.
- (c) The Mediator, after consultation with the parties, shall fix the time of each mediation session.
- (d) The mediation shall be held at the office of the Mediator or at any other convenient location agreeable to the Mediator and the parties as the Mediator shall determine.
- (e) The Mediator may meet with and communicate separately with each party or the party's representative.
- (f) The Mediator shall notify all other parties of any such separate meetings or other communications.
- (g) The Mediator shall not disclose any information given at such meetings to the other party without the written authorization of the party giving the information.



- (h) The parties and their representatives shall agree to co-operate in good faith with the Mediator in ensuring that the mediation is conducted expeditiously, to submit written materials and provide evidence as requested by the Mediator, to make all reasonable efforts to be available for mediation sessions, and to be represented at all scheduled mediation sessions either in person or through their authorised representatives.
- (i) The Mediator may at any time during the mediation suggest that a party provide such additional information or materials as the Mediator deems necessary to the mediation process.

## **7. Confidentiality**

- (a) Mediation is intended to be private and confidential. Persons not authorised as representatives of the parties may only attend mediation sessions with the permission of the parties and with the consent of the Mediator.
- (b) The parties and the Mediator agree not to disclose or transmit to any outside party, introduce or otherwise use any documents, information, opinions, suggestions, proposals, offers, or admissions obtained or disclosed during the mediation by any party or the Mediator as evidence in any action at law or other judicial or arbitration proceeding unless authorised in writing by the parties to the mediation or compelled by law.
- (c) Save and except as agreed between the parties and the Mediator, no formal recording of any kind or transcript shall be made of any meetings of the parties with the Mediator.
- (d) Subject to Clauses 7(a) and 7(b) above, the parties to the mediation may take written notes of matters discussed and agreed during the mediation with the Mediator.
- (e) Each person involved in the mediation process, including the Mediator, the parties and their representatives, and any other person present during the meetings of the parties with the Mediator, shall sign an appropriate confidentiality undertaking prior to taking part in the mediation.

## **8. Settlement Agreement**

- (a) Each party may, on its own initiative or at the invitation of the Mediator, submit to the Mediator suggestions for the settlement of the Dispute.

- (b) Where it appears to the Mediator that there exist elements of a settlement which would be acceptable to the parties, the Mediator may formulate the terms of a possible settlement and submit them to the parties for their comments. The Mediator may reformulate the terms of a possible settlement after giving consideration to the views of the parties.
- (c) If terms are agreed in settlement of the Dispute, the parties shall draw up and sign a settlement agreement, setting out such terms.
- (d) A copy of the settlement agreement executed between the parties shall be submitted to the Mediator and URCA within ten (10) business days after such settlement has been so executed.

## **9. Termination of the Mediation**

- (a) The mediation process shall be terminated:
  - (i) by the execution of a settlement agreement by the parties covering any or all of the issues in dispute between the parties;
  - (ii) by a decision of the Mediator if, in the Mediator's sole opinion, further efforts at mediation are unlikely to lead to a resolution of the Dispute; or
  - (iii) by a written declaration of a party at any time after attending the first meeting of the parties with the Mediator and before the signing of any settlement agreement.
- (b) Where a party determines to terminate the mediation process it shall give the other party and the Mediator ten (10) business days prior written notice of such determination.
- (c) Prior to the termination of mediation, where a settlement is not arrived at by the parties, and therefore the matter will be referred for arbitration in accordance with the ADR Scheme, the parties shall outline and shall promptly send to URCA an agreed and non-agreed list of specific identified matters for the expert arbitrator to resolve in accordance with section 40(11)(b) EA.
- (d) termination of the mediation, the Mediator shall promptly send to URCA a notice in writing that the mediation is terminated and shall include the date on which it terminated, whether or not the mediation resulted in a settlement of the Dispute and, if so, whether the settlement was full or partial. The Mediator shall send to the parties a copy of the notice addressed to URCA.

- (e) URCA shall keep the said notice of the Mediator confidential and shall not, without the written authorisation of the parties, disclose either the existence or the result of the mediation to any person.
- (f) URCA may, however, include information concerning the mediation in any aggregate statistical data that it publishes concerning its activities, provided that such information does not reveal the identity of the parties or enable the particular circumstances of the Dispute to be identified.
- (g) Unless required by a competent court or authorised in writing by the parties, the Mediator shall not act in any capacity whatsoever, otherwise than as a Mediator, in any pending or future proceedings, whether judicial, arbitral or otherwise, relating to the subject matter of the Dispute.

#### **10. Mediation Fee**

- (a) The Mediation shall be subject to the payment to URCA of an administration fee by each party to the mediation, the amount of which shall be fixed in accordance with the fees as described in the Schedule contained herein. Such fees become payable on the date of the submission of the Request for Mediation and shall not be refundable.
- (b) No action shall be taken by URCA on a Mediation until the administration fee has been paid.
- (c) If a party to the Request for Mediation fails within fifteen (15) business days after a second reminder in writing from URCA to pay the administration fee it shall be deemed to have withdrawn its Request for Mediation.

#### **11. Exclusion of Liability**

- (a) URCA shall not be liable to any party for any act or omission in connection with any mediation conducted under these Rules.

#### **12. Waiver of Defamation**

- (a) The parties and the Mediator agree that any statements or comments, whether written or oral, made or used by them or their representatives in preparation for or in the course of the mediation shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint.

**13. Schedule of Mediation Fees**

Mediation Fee	
(per Licensee)	Assessed in equal parts

## **Part 4 – Arbitration Rules**

### **1. Introduction**

- (a) The Utilities Regulation and Competition Authority (“URCA”) issues these Arbitration Rules (the Rules) pursuant to section 40(10) of the Electricity Act, 2015. Under this provision, URCA has a duty to establish one or more alternative dispute resolution (ADR) schemes for disputes between licensees and independent power producers that may consist of arbitration by an expert appointed conducted by URCA.
- (b) Where such disputes are lodged for resolution by arbitration, the arbitration shall take place in accordance with these Rules, subject to whatever modifications the parties may adopt in writing (excluding modifications as it relates to fees).
- (c) These Rules govern the arbitration, except that, where any such rule is in conflict with any provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

### **2. Appointment of Arbitrator**

- (a) Unless the parties have agreed on the appointment of an Arbitrator, the Arbitrator shall be appointed by URCA after consultation with the parties.
- (b) Any Arbitrator agreed by the parties or appointed by URCA shall be neutral, independent and impartial. Additionally, the Arbitrator must have the following minimum qualifications:
  - a. Previous arbitration training by an accredited arbitration body;
  - b. Certification or membership on an arbitration roster of an accredited arbitration body;
  - c. Relevant experience as an arbitrator;
  - d. A minimum of five (5) years’ experience in a utility regulatory or utility environment.
- (c) Before accepting appointment, the Arbitrator shall disclose to the parties and to URCA any circumstances that might give rise to justifiable doubt as to the Arbitrator’s impartiality or independence or confirm in writing that no such circumstances exist.

- (d) Where, at any stage during the arbitration, new circumstances arise that might give rise to justifiable doubt as to the Arbitrator's impartiality or independence, the Arbitrator shall promptly disclose such circumstances to the parties and URCA.
- (e) Where the Arbitrator discloses such circumstances that may give rise to justifiable doubt as to the Arbitrator's impartiality or independence, or where a party independently knows of such circumstances, the party or parties may object to and URCA may reject the appointment of the Arbitrator. In such circumstances, URCA shall appoint another Arbitrator.
- (f) The parties to the arbitration shall be equally responsible for the payment of the arbitrators upfront professional fees for conducting the arbitration. This does not affect the arbitrator's discretion as it relates to making an award of costs against any party.
- (g) No party or anyone acting on its behalf shall have any *ex parte* communication relating to the case with any arbitrator, or with any candidate for appointment as party-appointed arbitrator except to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability or independence in relation to the parties, or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party designated arbitrators are to participate in that selection. No party or anyone acting on its behalf shall have any *ex parte* communication relating to the case with any candidate for presiding arbitrator.
- (h) A party may challenge any arbitrator whenever circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A party wishing to challenge an arbitrator shall send notice of the challenge to URCA within three (3) days after being notified of the appointment of the arbitrator or within three (3) days after the circumstances giving rise to the challenge become known to that party.
- (i) The challenge shall state in writing the reasons for the challenge.
- (j) Upon receipt of such a challenge, URCA shall notify the other parties of the challenge. When an arbitrator has been challenged by one party, the other party or parties may agree to the acceptance of the challenge and, if there is agreement,

the arbitrator shall withdraw. The challenged arbitrator may also withdraw from office in the absence of such agreement. In neither case does withdrawal imply acceptance of the validity of the grounds for the challenge.

- (k) If the other party or parties do not agree to the challenge, or the challenged arbitrator does not withdraw, URCA in its sole discretion shall make the decision on the challenge.
- (l) If an arbitrator withdraws after a challenge, or URCA sustains the challenge, or URCA determines that there are sufficient reasons to accept the resignation of an arbitrator, or an arbitrator dies, a substitute arbitrator shall be appointed pursuant to the provisions of Article 2 of these rules.

### **3. Commencing Arbitration – Notice of Arbitration and Statement of Claim**

- (a) Where URCA is satisfied in accordance with Part 2 of the Electricity Act ADR Scheme, 2021 that mediation has been unsuccessful in relation to a dispute and has certified this fact in writing URCA shall at the same time give written Notice of Arbitration to the parties and the arbitrator.
- (b) Arbitral proceedings shall be deemed to commence on the date on which URCA issues Notice of Arbitration.
- (c) The notice of arbitration shall contain the following:
  - i. the Applicant’s Notice of Dispute;
  - ii. the Respondent’s comments;
  - iii. the outline of agreed and non-agreed list of specific identified matters having limited scope for the arbitrator to decide; and
  - iv. The name and address for service of the expert Arbitrator.

- (c) Upon receipt of the notice of arbitration, the arbitrator shall communicate with all parties with respect to the arbitration and shall acknowledge the commencement of the arbitration.

#### **4. Representation**

- (a) All parties shall be represented in the arbitration by a Counsel and Attorney at Law qualified to practice law in the Commonwealth of The Bahamas.
- (b) The names, addresses and telephone numbers of representatives shall be communicated in writing to the other parties, URCA and the Arbitrator.
- (c) Once the tribunal has been established, the parties or their representatives may communicate in writing directly with the tribunal.

#### **5. Place of Arbitration**

- (a) If the parties disagree as to the place of arbitration, URCA may initially determine the place of arbitration, subject to the power of the tribunal (Arbitrator) to determine finally the place of arbitration within 7 days after its constitution (appointment). All such determinations shall be made having regard for the contentions of the parties and the circumstances of the arbitration.
- (b) The tribunal (Arbitrator) may hold conferences or hear witnesses or inspect property or documents at any place it deems appropriate. The parties shall be given sufficient written notice to enable them to be present at any such proceedings.

#### **6. Language**

- (a) If the parties have not agreed otherwise, the language(s) of the arbitration shall be English, subject to the power of the tribunal to determine otherwise based upon the contentions of the parties and the circumstances of the arbitration.
- (b) The tribunal may order that any documents delivered in another language shall be accompanied by a translation into the language(s) of the arbitration.

#### **7. Pleas as to Jurisdiction**

- (a) The tribunal (Arbitrator) shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, scope or validity of the



arbitration agreement.

- (b) The tribunal (Arbitrator) shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the tribunal (Arbitrator) that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

## **8. Conduct of the Arbitration**

- (a) Subject to these Rules, the tribunal (Arbitrator) may conduct the arbitration in whatever manner it considers appropriate, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.
- (b) The tribunal (Arbitrator), exercising its discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute. It may conduct a preparatory conference with the parties for the purpose of organizing, scheduling and agreeing to procedures to expedite the subsequent proceedings.
- (c) The tribunal (Arbitrator) may in its discretion direct the order of proof, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
- (d) Documents or information supplied to the tribunal (Arbitrator) by one party shall at the same time be communicated by that party to the other party or parties.

## **9. Further Written Statements**

- (a) The tribunal may decide whether the parties shall present any written statements in addition to those included in the Notice of Arbitration, and it shall fix the periods of time for submitting any such statements.
- (b) The period of time fixed by the tribunal for the communication of such written statements should not exceed 7 days. However, the tribunal may extend such time limited if it considers such an extension justified.

## **10. Notices**

- (a) Unless otherwise agreed by the parties or ordered by the tribunal (Arbitrator), all notices, statements and written communications may be served on a party by air mail, air courier, facsimile transmission, telex, telegram or other written forms of electronic communication addressed to the party or its representative at its last known address or by personal service.
- (b) For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, statement or written communication is received. If the last day of such period is an official holiday at the place received, the period is extended until the first business day which follows. Official holidays occurring during the running of the period of time are included in calculating the period.

## **11. Evidence**

- (a) Each party shall have the burden of proving the facts relied on to support its claim or defense.
- (b) The tribunal (Arbitrator) may order a party to deliver to the tribunal (Arbitrator) and to the other parties a summary of the documents and other evidence which that party intends to present in support of its claim, counterclaim or defense.
- (c) At any time during the proceeding, the tribunal (Arbitrator) may order parties to produce other documents, exhibits or other evidence it deems necessary or appropriate.

## **12. Hearings**

- (a) The tribunal (Arbitrator) shall give the parties at least 7 days advance notice of the date, time and place of the initial or preliminary hearing. The tribunal (Arbitrator) shall give reasonable notice of subsequent hearings.
- (b) At least 15 days before the actual hearing, each party shall give the tribunal (Arbitrator) and the other parties the names and addresses of any witnesses it intends to present, the subject of their testimony and the languages in which

such witnesses will give their testimony.

- (c) At the request of the tribunal (Arbitrator) or pursuant to mutual agreement of the parties, URCA shall make arrangements for the interpretation of oral testimony or for a record of the hearing.
- (d) Hearings are private unless the parties agree otherwise or the law provides the contrary. The tribunal (Arbitrator) may require any witness or witnesses to retire during the testimony of other witnesses. The tribunal (Arbitrator) may determine the manner in which witnesses are examined.
- (e) Evidence of witnesses may be presented in the form of written statements signed by them.
- (f) The tribunal (Arbitrator) shall determine the admissibility, relevance, materiality and weight of the evidence offered by any party. The tribunal (Arbitrator) shall take in account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

### **13. Interim Measures of Protection and Provision for Emergency**

- (a) At the request of any party, the tribunal (Arbitrator) may take whatever interim measures it deems necessary, including injunctive relief and measures for the protection or conservation of property.
- (b) Such interim measures may take the form of an interim award, and the tribunal (Arbitrator) may require security for the costs of such measures.
- (c) A request for interim measures addressed by a party to a judicial authority shall be not deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.
- (d) The tribunal (Arbitrator) may in its discretion apportion costs associated with applications for interim relief in any interim award or in the final award.

### **14. Experts**

- (a) The tribunal (Arbitrator) may appoint one or more independent experts to report

to it, in writing, on specific issues designated by the tribunal (Arbitrator) and communicated to the parties.

- (b) The parties shall provide such an expert with any relevant information or produce for inspection any relevant documents or goods that the expert may require. Any dispute between a party and the expert as to the relevance of the requested information or goods shall be referred to the tribunal (Arbitrator) for decision.
- (c) Upon receipt of an expert's report, the tribunal (Arbitrator) shall send a copy of the report to all parties and shall give the parties an opportunity to express, in writing, their opinion on the report. A party may examine any document on which the expert has relied in such a report.
- (d) At the request of any party, the tribunal (Arbitrator) shall give the parties an opportunity to question the expert at a hearing. At this hearing, parties may present expert witnesses to testify on the points at issue.

## **15. Default**

- (a) If a party fails to file a statement of defence within the time established by the tribunal (Arbitrator) without showing sufficient cause for such failure, as determined by the tribunal, the tribunal (Arbitrator) may proceed with the arbitration.
- (b) If a party, duly notified under these Rules, fails to appear at a hearing without showing sufficient cause for such failure, as determined by the tribunal (Arbitrator), the tribunal (Arbitrator) may proceed with the arbitration.
- (c) If a party, duly invited to produce evidence or take any other steps in the proceedings, fails to do so within the time established by the tribunal (Arbitrator) without showing sufficient cause for such failure, as determined by the tribunal (Arbitrator), the tribunal (Arbitrator) may make the award on the evidence before it.

## **16. Closure of Hearing**

- (a) After asking the parties if they have any further testimony or evidentiary submissions and upon receiving negative replies or if satisfied that the record is

complete, the tribunal (Arbitrator) may declare the hearings closed.

- (b) The tribunal (Arbitrator) in its discretion, on its own motion or upon application of a party, may reopen the hearings at any time before the award is made.

**17. Waiver of Rules**

- (a) A party who knows that any provision of the Rules or requirement under the Rules has not been complied with, but proceeds with the arbitration without promptly stating an objection in writing thereto, shall be deemed to have waived the right to object.

**18. Awards, Decisions and Rulings**

- (a) If any arbitrator fails to sign the award, it shall be accompanied by a statement of the reason for the absence of such signature.
- (b) When the parties or the tribunal so authorize, the presiding arbitrator may make decisions or rulings on questions of procedure, subject to revision by the tribunal.

**19. Form and Effect of the Award**

- (a) Awards shall be made in writing, promptly by the tribunal (Arbitrator), and shall be final and binding on the parties. The parties undertake to carry out such award without delay.
- (b) The tribunal (Arbitrator) shall state the reasons upon which the award is based, unless the parties have agreed that no reasons need to be given.
- (c) The award shall contain the date and the place where the award was made, which shall be the place designated pursuant to Article 5.
- (d) An award may be public only with the consent of all parties or as required by law.
- (e) Copies of the award shall be communicated to the parties by URCA.
- (f) If the arbitration law of the country where the award is made requires the award to be filed or registered, the tribunal shall comply with such requirement.

- (g) In addition to making a final award, the tribunal (Arbitrator) may make interim, interlocutory or partial orders and awards.
- (h) Unless otherwise agreed by the parties, URCA may publish or otherwise make publicly available selected awards, decisions and rulings that have been edited to conceal the names of the parties and other identifying details or that have been made publicly available in the course of enforcement or otherwise.

## **20. Applicable Laws and Remedies**

- (a) The tribunal (Arbitrator) shall apply the substantive law(s) or rules of law designated by the parties as applicable to the dispute. Failing such a designation by the parties, the tribunal (Arbitrator) shall apply such law(s) or rules of law as it determines to be appropriate.
- (b) In arbitrations involving the application of contracts, the tribunal (Arbitrator) shall decide in accordance with the terms of the contract and shall take into account usages of the trade applicable to the contract.
- (c) The tribunal (Arbitrator) shall not decide as *amiable compositeur* or *ex aequo et bono* unless the parties have expressly authorized it to do so.
- (d) A monetary award shall be in the currency or currencies of the contract unless the tribunal (Arbitrator) considers another currency more appropriate and the tribunal (Arbitrator) may award such pre-award and post-award interest, simple or compound, as it considers appropriate, taking into consideration the contract and applicable law.
- (e) Unless the parties agree otherwise, the parties expressly waive and forego any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. This provision shall not apply to any award of arbitration costs to a party to compensate for dilatory or bad faith conduct in the arbitration.

## **21. Settlement or Other Reasons for Termination**

- (a) If the parties settle the dispute before an award is made, the tribunal (Arbitrator) shall terminate the arbitration and, if requested by all parties, may record the settlement in the form of an award on agreed terms. The tribunal (Arbitrator) is not obliged to give reasons for such an award.
- (b) If the continuation of the proceedings becomes unnecessary or impossible for any other reason, the tribunal (Arbitrator) shall inform the parties of its intention to terminate the proceedings. The tribunal (Arbitrator) shall thereafter issue an order terminating the arbitration, unless a party raises justifiable grounds for an objection.

## **22. Interpretation or Correction of the Award**

- (a) Within seven (7) days after the receipt of an award, any party, with notice to the other parties, may request the tribunal (Arbitrator) to interpret the award or correct any clerical, typographical or computation errors or make an additional award as to claims presented but omitted from the award.
- (b) If the tribunal (Arbitrator) considers such a request justified after considering the contentions of the parties, it shall comply with such a request within seven (7) days after the request.

## **23. Costs**

- (a) The tribunal shall fix the costs of the arbitration in its award. The tribunal may apportion such costs among the parties if it determines that such apportionment is reasonable, taking into account the circumstances of the case. The Schedule of Costs is adapted from the LCIA Rules and the ICDR Rules and is attached hereto.
- (b) Such costs may include:
  - i. the fees and expenses of the arbitrator;
  - ii. the costs of assistance required by the tribunal (Arbitrator), including its experts;

- iii. the fees and expenses for URCA;
- iv. the reasonable costs for legal representation of a successful party; and
- v. any such costs incurred in connection with an application for interim or emergency relief pursuant to Article 13.

**24. Compensation of Arbitrators**

- (a) Arbitrators shall be compensated based upon their amount of service taking into account their stated rate of compensation and the size and complexity of the case.
- (b) URCA shall arrange an appropriate daily or hourly rate, based on such considerations, with the parties and with each of the arbitrators as soon as practicable after the commencement of the arbitration.
- (c) If the parties fail to agree on the terms of compensation, URCA shall establish an appropriate rate and communicate it in writing to the parties.

**25. Deposit of Costs**

- (a) When a party files claims, the administrator may request the filing party to deposit appropriate amounts as an advance for the costs referred to in Article 23, paragraphs (a.), (b.) and (c.).
- (b) During the course of the arbitral proceedings, the tribunal may request supplementary deposits from the parties.
- (c) If the deposits requested are not paid in full within 14 days after the receipt of the request, URCA shall so inform the parties, in order that one or the other of them may make the required payment. If such payments are not made, the tribunal may order the suspension or termination of the proceedings.
- (d) Before the award has been made, the Arbitrator shall render an account to the parties of the deposits received and return any unexpended balance to the parties.



**26. Confidentiality**

- (a) Confidential information disclosed during the proceedings by the parties or by witnesses shall not be divulged by an arbitrator or by URCA.
- (b) Except as provided in Article 19, unless otherwise agreed by the parties, or required by applicable law, the members of the tribunal and URCA shall keep confidential all matters relating to the arbitration or the award.

**27. Exclusion of Liability**

- (a) The Arbitrator and URCA shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, except that they may be liable for the consequences of conscious and deliberate wrongdoing.

**28. Interpretation of Rules**

- (a) The tribunal (Arbitrator) shall interpret and apply these Rules insofar as they relate to its powers and duties. URCA shall interpret and apply all other Rules.

**29. Emergency Measures Protection**

- (a) Unless the parties agree otherwise, the provision of this Article 28 shall apply to all arbitrations conducted under these rules.
- (b) A party in need of emergency relief prior to the constitution of the tribunal shall notify URCA and all other parties in writing of the nature of the relief sought the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice may be given by email, facsimile transmission or other reliable means, but must include a statement certifying that all other parties have been notified or an explanation of steps taken in good faith to notify other parties.
- (c) Within one business day of receipt of notice as provided in paragraph b, URCA shall appoint a single emergency arbitrator from a special panel of emergency arbitrators designated to rule on emergency applications. Prior to accepting appointment, a prospective emergency arbitrator shall disclose to the

administrator any circumstance likely to give rise to justifiable doubts to the arbitrator's impartiality or independence. Any challenge to the appointment of the emergency arbitrator must be made within one business day of the communication by URCA to the parties of the appointment of the emergency arbitrator and the circumstances disclosed.

- (d) The emergency arbitrator shall as soon as possible, but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief.
- (e) The emergency arbitrator shall have the power to order or award any interim or conservancy measure the emergency arbitrator deems necessary, including injunctive relief and measures for the protection or conservation of the property. Any such measure may take the form of an interim award or of an order. The emergency arbitrator shall give reasons in either case. The emergency arbitrator may modify or vacate the interim award or order for good cause shown.
- (f) The emergency arbitrator shall have no further power to act after the tribunal is constituted or the arbitrator is appointed. Once the tribunal has been constituted, or the arbitrator is appointed, the tribunal may reconsider, modify or vacate the interim award or order of emergency relief issued by the emergency arbitrator. The emergency arbitrator may not serve as a member of the tribunal unless the parties agree otherwise.
- (g) Any interim award of emergency relief may be conditioned on provision by the party seeking such relief of appropriate security.
- (h) A request for the interim measures addressed by a party to a judicial authority shall not be deemed incompatible with this Article 28 or with the agreement to arbitrate or a waiver of the right to arbitrate. If URCA is directed by a judicial authority to nominate a special master to consider and report on an application for emergency relief, the administrator shall proceed as in Paragraph b of this article and the references to the emergency arbitrator shall be read to mean the special master, expect that the special master shall issue a report rather than an interim award.

- (i) The costs associated with applications for emergency relief shall initially be apportioned by the emergency arbitrator or special master, subject to the power of the tribunal to determine finally the apportionment of such costs.

**Annex A – Dispute Resolution Procedures Forms**

**URCAEDR-1**

**UTILITIES REGULATION & COMPETITION AUTHORITY  
Notice of Dispute Form**

**1. Details of Applicant**

Name of Applicant:	
Address (including Postal Address):	
Contact Person for this Application:	
Name:	Position:
Telephone:	
Facsimile:	
E-mail:	
Date dispute was submitted to Respondent:	

**2. Details of Respondent**

Name:	
Address (including Postal Address):	
Contact Person for Dispute:	
Position:	
Telephone:	
E-mail:	
Facsimile:	

**3. Dispute Determination Request of the following issue(s):**

I/We the above-named Applicant, having first made good faith and reasonable efforts to resolve the following dispute with the above-named Respondent and having failed to do so, now request the Utilities Regulation & Competition Authority to determine the matter. [Please continue on a separate page if necessary].



**4. Details of Dispute**

Please supply the specific details of your dispute [i.e. what it relates to; when it occurred; what steps you have taken to attempt to resolve the matter with the opposite side]. You should attach a copy of all relevant documentation to this application [e.g. letters, contracts, etc.]. (Continue this information on a separate page if necessary).


**5. Interested Parties**

Are there any other persons or organizations who or which may be directly affected by, or who has a sufficiently close interest in the outcome of this Dispute? If so please insert their contact details. [Continue this information on a separate page if necessary].

Name:	
Address (including Postal Address):	
Telephone:	
Facsimile:	
E-mail:	
Reason this person may be affected or have sufficient interest in the outcome:	

**6. Impact of Dispute**

Please detail what impact this dispute is or is likely to have if unresolved.  
(Continue this information on a separate page if necessary).


**7. Remedy Requested**

Please specify what action you require to resolve this dispute. (Continue this information on a separate page if necessary).


**8. Signature on Behalf of Applicant**

By signing this application on behalf of the Applicant, you undertake that you are duly authorized to commence these proceedings and to sign on behalf of the Applicant.

Signed:	Print Name:
Position:	Date:

**IMPORTANT INSTRUCTIONS FOR FILING A DISPUTE DETERMINATION REQUEST**

To file this application, you must: (a) complete and sign the Notice of Dispute Form; (b) attach a copy of any relevant correspondence, information, documents and exhibits and send all of the foregoing to the addressee below:

The Chief Executive Officer  
The Utilities Regulation & Competition Authority  
Frederick House  
Frederick Street  
P. O. Box N-4860  
Nassau, Bahamas

Telephone: 242 393-0234  
Fax: 242 393-0153  
E-mail: [info@urcabahamas.bs](mailto:info@urcabahamas.bs)

**UTILITIES REGULATION & COMPETITION AUTHORITY  
Response to Dispute Form**

**1. Parties**

Name of Applicant:
Name of Respondent:

**2. Acknowledgement of receipt of Notice of Dispute**

I/We, the above-named Respondent, acknowledge that I/We have received a Notice of Dispute dated the \_\_\_\_\_ day of \_\_\_\_\_, and \_\_\_\_\_ accompanying documents.

**3. Response to Notice of Dispute**

As the Respondent in this Dispute, I/We say that: [Please tick the appropriate box(es)]:

I/We \*admit/deny [\*strike out whichever does not apply] the Dispute as stated in the Notice of Dispute as submitted to me/us;

I/We \*accept/do not accept [\*strike out whichever does not apply] the outcome sought by the Applicant, and see my/our reasons specified below;

I/We respond to each of the allegations stated in the Dispute as set out below.

**4. Response to Details of the Dispute**

In response to the Application, I/We say that: (please continue on a separate page if necessary). Please set out in detail your response to the allegations contained in the Notice of Dispute, including the proposed remedy requested by the Applicant.


**5. Signature of Respondent**

The Respondent’s representative may sign on behalf of the Respondent, and in so doing undertakes that he or she has the authority to do so.

Signed:	Print Name:
Position:	Date:



**IMPORTANT INSTRUCTIONS FOR SUBMITTING REPLY TO DISPUTE**

The Respondent must complete and sign this form and send it with a copy of all documentation relevant to your response(s) to the allegations to the Utilities Regulation & Competition Authority (“URCA”) within 14 business days of the date of receiving the Notice of Dispute to the address below. Otherwise URCA will proceed with Determining this Dispute.

The Chief Executive Officer  
The Utilities Regulation & Competition Authority  
Frederick House  
Frederick Street  
P. O. Box N-4860  
Nassau, Bahamas

Telephone: 242 393-0234  
Fax: 242 393-0153  
E-mail: [info@urcabahamas.bs](mailto:info@urcabahamas.bs)