



The Voice of Recycling Industry in the Middle East

## **BMR DISPUTE RESOLVING PROCEDURE**

Intervention of BMR in resolving disputes will take place when and only the Applicant is a BMR member.

### **A. General Guidelines for Resolving Disputes**

**A.1.** To put up a claim to the BMR Dispute Resolving Team, the Applicant must be a BMR valid member & 3 months (90 days) old contract cases will be considered.

**A.2.** The Dispute Resolving Team will then consider if the nature of the claim is one of the following:

#### Nature of Claims:

- |   |                                       |
|---|---------------------------------------|
| <b>2.1</b> Non-Performance of Shipments by Suppliers  | - Any value                           |
| <b>2.2.</b> Wrong Quality of Materials Shipped by the Supplier contradicting to the agreed contract terms | - Minimum value should be USD15,000/- |
| <b>2.3.</b> Non-Lifting of Shipments by Buyers  | - Any value                           |
| <b>2.4.</b> Non-Payment of Documents on time leading to diversions/detentions/demurrages, etc.            | - Any value                           |

### **B. BMR Dispute Resolving Procedures**

#### **B.1 CLAIM APPLICATION**

The party who wants to notify the BMR Dispute Resolving Team of a claim must fill up (1) BMR Dispute Resolving Application Form; giving all details of the buyer/supplier, copy of contract terms along with all relevant e-mail/fax communication and with the proof of delivery, photos wherever required, advice nature of dispute and value of dispute along with a non-refundable fee of USD1,000/- payable to BMR either by TT/Cash/Banker's Draft/Local Cheque with (2) copies of BMR Dispute Resolving Acceptance Form. (The Application Form and Acceptance Form are enclosed herewith). All documents must be sent through a first-class courier service only. The address for sending the documents is given below:

**Attn: DISPUTE RESOLVING TEAM** Bureau of Middle East  
(BMR) Jumeirah Lake Towers  
P.O. Box 126732  
Dubai, United Arab Emirates  
Tel: +971 4 4375744  
Fax: +971 4 4314614

The company/party who is lodging the claim will be herein referred to as the "**First Party**" and against which the claim was lodged to will be referred to as the "**Second Party**".

The applicant must sign an Indemnity Letter, indemnifying the BMR Dispute Resolving Team for any opinions given by them in order to resolve the matter amicably.

#### **B.2 CLAIM PROCESSING**

Upon receipt of the payment, the BMR Dispute Resolving Team will process the claim application as it is in total jurisdiction of the BMR Dispute Resolving Team whether to accept or reject the case.

#### **B.3 SCRUTINY OF CLAIM APPLICATION**

**3.1** If BMR finds the claim to be appropriate then they will need to send a letter to the First Party and the Second Party, advising them to settle their claim amicably within a specific deadline (on the Jurisdiction of the BMR Dispute Resolving Team). BMR must ensure that the notice has been well received both by the First Party and the Second Party.

**3.2** If BMR finds the claim to be inappropriate, then BMR Dispute Resolving Team will have to issue a letter to the First Party stating the reason/s for rejection of the application therefore puts an end to their case.

#### **B.4 SETTLEMENT OF CLAIM**

If both parties decide to amicably settle the claim between them, without BMR's intervention, then a letter of settlement must be submitted to the BMR Dispute Resolving Team within the specific deadline given to close the case thereafter.

**4.1** In the case that the second party does not respond to the notice sent by the BMR Dispute Resolving Team within the specific deadline, then the Team will then refer the case to the BMR Board to take the final call and shall suspend his BMR membership.

#### **4.2 BMR DISPUTE RESOLVING TEAM ACCEPTANCE**

In the case that both parties are not able to settle the claim amicably between them within the agreed time frame, then either one of the parties has to inform and respond to the BMR Dispute Resolving Team as the team will take up the case from there.

#### **C. BMR DISPUTE RESOLVING TEAM**

The Dispute Resolving Team is comprised of 5 members. A minimum of 3 members of the team including a team leader will preside over a single case. In the case that any 3 members are not available for some other reason, the team can request the post bearers (President, Vice President, General Secretary & Treasurer) to come as backup to preside over the case.

#### **C.1 DISPUTE-RESOLVING OUTLINE**

**1.1** In case both parties want the case to be decided by the BMR Dispute Resolving Team, who will then study in detail, have personal one on one hearing with both parties & provide their final decision thereafter. The Second Party also has to issue, (a) Letter of Indemnity and (b) Acceptance Form (formats enclosed.

herewith), along with the deposit amount. In failure of submission of the above requirements, proceeding will then move ahead. The team can employ their jurisdiction on deciding the deposit amount regardless of claim amount.

**C.2** BMR Dispute Resolving Team will also decide the following:

2.1. Time & amount to be deposited shall be specified to both parties. Account details will be provided.

2.2. Date of hearing will be within one (1) month from the deposit date deadline as per the availability of the BMR Dispute Resolving

Team Members.

2.3. After receiving of the deposit amount, date of hearing and time allocated for hearing will be provided by the Team within seven

(7) days from the deposit date by both parties.

2.4. Personal one on one hearing or conference call hearing: any of these measures can be resorted to as per BMR Dispute Resolving

Team's jurisdiction.

**C.3** If BMR Dispute Resolving Team is not able to come up with the final opinion in one sitting then the team will provide date, time

& venue for further hearings.

3.1 The opinion of the BMR Dispute Resolving Team shall be considered as the best practice in favor of both the parties.

3.2 Once BMR Dispute Resolving Team provide their final recommendation in resolving the case:

(3)2.1 The second party will have to pay for all direct costs, travel expenses of the favored party (if he is not residing in UAE and has come only for attending the hearing) along with the settled claim amount to the BMR, who shall reimburse the amount to the favored party after deducting 3% of the settled claim amount or USD1,000/-, whichever is higher.

(3)2.2 In the case that the second party fails to pay the settled claim amount along with the direct costs and travel expenses of the favored party to BMR within the 15 days from the date of or refuse to accept the give opinion of the BMR Dispute Resolving Team, then final call is for the BMR President and the amount deposited by him to BMR shall be forfeited and the said amount will be paid to the favored party after deducting 3% of the settled claim amount or USD1,000/-, whichever is higher. Also, in both cases, deposited amount of the favored party shall be returned back to him.

**D.ROLE OF AGENTS**

1.1 Agents cannot be a party of the Dispute Resolving procedure either by himself or on behalf of any Supplier/Buyer if he is purely

an indenting agent keeping only indenting commission and maintaining transparency in the transactions.

1.2 In case the Agent keep difference in price and does not maintain transparency in the transaction, he will be treated as a trader and a trader can be accepted as a party to a claim with the BMR Dispute Resolving Team.

1.3 Agents cannot file a direct claim to the BMR Dispute Resolving Team.

I/WE, \_\_\_\_\_ do hereby declare and confirm that I/We have read and understood the contents of the BMR Dispute Resolving Procedure and the same is acceptable to me.

Signature of the Applicant:

Full name of Applicant:

Designation of the

Applicant: Date:

To:  
**The BMR Dispute Resolving Team**  
**Bureau of Middle East Recycling**  
**(BMR) Dubai, U.A.E.**

**LETTER OF INDEMNITY**

Dear Sir,

In consideration of your issuing a verdict/decision in favor of/against us, we hereby undertake to indemnify “you” — the BMR (Bureau of Middle East Recycling ) and/or the BMR Dispute Resolving Team and/or Members of AC, to keep “you” indemnified against all actions, suits, proceedings, claims, expenses, losses, damages, costs, charges and liabilities, whatsoever, which may be taken or may cost “you” or incurred or become payable by “you” by reasons of or on account of arriving out of “you” issuing verdict/decision for the aforesaid case.

We declare and confirm that the information contained in all our applications, or in such related documents as referred to above, is true and correct.

Signature of Authorized Party

Full Name of Authorized Signature

Designation of Authorized Signature