Claim No: SCT XXXX

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

In the name of His Highness Sheikh Mohammad Bin Rashid Al Maktoum, Ruler of Dubai

IN THE SMALL CLAIMS TRIBUNAL

BEFORE SCT JUDGE NATASHA BAKIRCI

BETWEEN

HADES PROPERTY & INFRASTRUCTURE CONSULTANTS LLC

Claimant

and

HADASSAH REAL ESTATE LLC

Defendant

Hearing: 6 October 2016

Judgment: 8 January 2017

JUDGMENT OF SCT JUDGE NATASHA BAKIRCI

UPON this Claim having been filed on 28 June 2016

AND UPON the Defendant having filed an Application to Contest Jurisdiction

AND UPON the parties having been called on 22 August 2016 for a Jurisdiction Hearing before me

AND UPON the issuance of my Order of 6 September 2016 dismissing the Defendant's Application to Contest Jurisdiction

AND UPON this Claim having been called on 25 September 2016 for a Consultation before SCT Officer Mahika Hart

AND UPON the parties not having reached settlement

AND UPON a Hearing having been held before me on 6 October 2016, with the Claimant's representative and the Defendant's representatives attending in person

AND UPON reading the documents submitted in the Court file and hearing the parties' arguments at the Hearing

IT IS HEREBY ORDERED THAT:

1.The Defendant shall pay the Claimant AED 372,217.50 in satisfaction of the Claimant's services.

2. The Defendant shall pay interest at a rate of 8.25% per annum to be calculated on the Judgment amount starting from 10 June 2015. This amounts to AED 48,711.27 as of the Judgment date and will continue to accrue at AED 84.13 per day until the day the Judgment amount is paid

3. The Defendant shall reimburse the Claimant's Court fee in the amount of AED 20,092.22.

Issued by:

Natasha Bakirci

SCT Judge

Date of issue: 8 January 2017

At: 4pm

THE REASONS

Parties

1.The Claimant is Hades Property & Infrastructure Consultants LLC, an Abu Dhabi based consultancy firm (hereafter the "Claimant").

2. The Defendant is Hadassah Real Estate LLC, an Ajman based real estate company (hereafter the "Defendant").

Background and the Preceding History

3.It is agreed between the parties that they entered into a contractual relationship for the provision of expert services, which the Claimant company was to provide to the Defendant company via the services of Claimant Expert (hereafter referred to as "Claimant Expert" or the "Expert"). Such expert services were to be provided in support of an ongoing arbitration in which the Defendant company was involved. It is agreed that in early December 2014, the parties were negotiating an agreement by which these expert services would be provided.

4. The parties agree that in early December 2014, the Claimant sent the Defendant an initial draft of the schedule which was meant to reflect the specific agreement between the parties, in conjunction with the standard form "ACE Short Form Agreement" (hereafter referred as the "ACE Agreement"). On 10 December 2014, the Defendant returned the initial "Draft Schedule" to the Claimant via email with some comments handwritten in the text. This version of the schedule, hereafter referred to as the "Draft Schedule", with the Defendant's handwritten comments, was also signed by the Defendant's representative on 10 December 2014.

5. The Claimant seemingly accepted all of the Defendant's written comments as reflected in the final version of the "Schedule", signed and dated on 8 February 2015. It is agreed between the parties that this copy of the Schedule, signed on 8 February 2015, is the final executed Schedule reflecting the agreement between the parties (hereafter referred to as the "Schedule").

6. The final Schedule, as referred to throughout this Judgment, states in relevant part:

> "This is the Schedule referred to by the ACE Short Form of Agreement 2002 (revised 2004). In any conflict between the above two documents the Schedule takes precedence.
>
> .
>
> **Section 1A The Appointment**
>
> .
>
> **Contract**
>
> By the signature of an authorised director of Hades Property & Infrastructure Consultants LLC Limited of this Schedule the Consultant enters into this Agreement with the Client in accordance with the ACE Short Form Agreement 2002 (revised 2004) subject to the following provisions of this Schedule.
>
> **Agreement date**
>
> This Agreement date is the earlier of 9th December 2014 and the date upon which the Consultant first commenced the Services.
>
> **Section 1B Contracting Parties**
>
> **The Client**
>
> Name of individual company or body: Hadassah Real Estate LLC, UAE
>
> **Appointer (if applicable)**
>
> Name of individual or practice [if any] authorised by the Client to enter the Client into this Agreement, or the Client: Representative, Law Firm
>
> .
>
> The Consultant enters into this Agreement with the Client on the basis that, if the above-named Appointer is not the Client, then the Appointer is the Client's Agent and warrants that he/she/it has full and unfettered authority from the Client to enter into this Agreement on the Client's behalf and does so without exceeding any limits of this authority.

The Consultant

Name of practice: Hades Property & Infrastructure Consutants LLC Limited

Section 1C The Expert, Instructor and assistants to the Expert

The Expert

Name of employee or retained consultant of the Consultant: Claimant Expert

Instructor

Name of person and/or practice: Representative, Law Firm

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The above-named instructor may instruct the Expert. All instructions issued to the Expert by the Instructor and accepted by the Expert, shall be issued and accepted on the basis that the Instructor has the Client's and any of the Client's insurers' full and unfettered authority to issue such instructions and that such instructions will not exceed any limits of this authority.

...

Section 2 The Services

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The Services to be provided will comprise those services instructed by the Instructor by letter or email. A letter of instruction will be issued before work commences. The Services will also include all written and/or oral advice and/or evidence, which will be by and in the name of the Expert, not the Consultant, and all attendance by the Expert at meetings and hearings, in so far as the Expert and his assistants possess the necessary experience for such services and are in accordance with the Consultant's quality management procedures.

. . .

The Client and/or the Instructing Party shall instruct the Expert on what precise services are required. The Expert will set out his/her understanding of the substance of all written and inferred instructions received, written and oral, in any expert report(s) for use as expert evidence.

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Section 4 Fees and Expenses

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The Consultant's fees for the Services shall be calculated for all time spent carrying out the instructions received, at an hourly charge rate of UAE Dh 1470 for the Expert and at the rates listed below for any assistants

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A fees account shall be established & fully controlled by the Instructor, who shall have unfettered authority to use this fund to pay the Consultant's invoices

Minimum to be deposited before the Consultant commences the Services 90,000 AED

Minimum balance (net of all fees payable) as condition precedent for the Consultant to continue the Services more than 30 days after each invoice date 50,000 AED

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The Consultant's invoices will be paid within the time stated in the ACE Short Form of Agreement 2002 (revised 2004), as issued at monthly or longer intervals

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Dispute invoices

If the Client or the Instructor disputes any of the Consultant's invoices then the Client or the Instructor shall deliver to the Consultant not later than 14 days after the date of each disputed invoice the notice referred to in Clause C6 of the ACE Agreement (for the purposes of this Agreement, a `reduced payment notice') clearly specifying each amount to be withheld and giving detailed reasons and calculations justifying it. In the absence of a reduced payment notice, the full invoice will be due and shall be paid.

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Estimates of fees and expenses

Costs of performing the Services are likely to be affected by factors that neither the Consultant nor the Expert can control or predict. The Consultant will use reasonable endeavours to prepare realistic estimates of future fees and expenses if asked to do so but it shall not be a firm quotation or warranty of the future fees and expenses.

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Section 6 Jurisdiction

Jurisdiction The DIFC"

7. The connected ACE Agreement states in relevant part:

"B2 Subject to matters beyond the Consultant's reasonable control the Consultant shall use reasonable endeavours to perform the Services .

C1 The Client shall pay the Consultant for the performance of the Services the fees and expenses set out in section 4 of the Schedule.

.

C4 Payment due to the Consultant under this Agreement shall become due for payment on submission of the Consultant's invoice therefor and the final date for payment shall be 28 days thereafter. Interest shall be added to all amounts remaining unpaid thereafter and shall be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and at the relevant reference rate plus the statutory rate of interest.

.

H3 This Agreement shall be governed by and construed in all respects in accordance with the laws of the country set out in section 6 of the Schedule and each party hereby submits to the non-exclusive jurisdiction of the courts of the said country."

8. The "ACE Short Form Agreement 2002 - Guidance" as provided by the Claimant, and not contested by the Defendant, states in relevant part "29 Interest has been provided in C4. It is to be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act of 1998. This provides a "reference rate" for the six month period in which the debt becomes late to which is added the statutory rate of interest (currently 8%)."

9. While the finalised version of the Schedule was not signed by the Claimant until 8 February 2015, the Claimant submits that the Expert began working on the Defendant's project on 16 December 2014, pursuant to a Letter of Instruction received from the Instructor, Representative at Law Firm , on behalf of the Defendant, on 11 December 2014 (hereafter referred to as the "LOI"). The LOI was addressed to "Claimant Expert, Regional Director, Hades Property & Infrastructure" and copied to "Defendant's Representatives Dero at Hadassah." The LOI included as "Appendix B" a copy of the Draft Schedule, labelled as "Schedule setting out Conditions of Engagement".

10. The LOI included background information about the related arbitration, detailed expectations required of the Expert, and attached key documents for the Expert's review. The LOI also stated at page 4 "Please let us have your views generally on the above," referring to the "[m]ore urgent[]" matter of the Defendant's rejoinder, due on 14 December 2014 with a request for extension pending.

11. Also relevant, the LOI states at page 4 "It would be helpful to Hadassah if, once you have had the opportunity to read into this matter, you could let us have your estimate of the costs likely to be incurred in preparing your report so that our clients can budget accordingly."

12. On 16 December 2014, Law firm sent an email including Claimant Expert's "initial thoughts" to three officers of the Defendant company, as well as the Chairman of the Defendant company. The Chairman of the Defendant company, Representative, replied to that email on 18 December 2014 with the Defendant's "comments on the initial drafts of Hades."

13. On 8 February 2015, it is agreed that the final Schedule was executed. On 16 February 2015, the Claimant sent the Defendant its first invoice, numbered "6114000001" reflecting the amount of AED 45,000 for "Charges in respect of professional services" which were "payable on presentation." The Claimant and Defendant agree that this amount was paid via wire transfer on 10 March 2015, paid directly to the Claimant's account.

14. On 8 April 2015, Claimant Expert sent an email to a number of individuals stating that he "would expect to circulate the final draft in the next 20 minutes. There remains editorial work, finalizing referencing and cross-referencing and a section on the parties to the dispute to be completed . I will not have completed a final read through, the conclusions remain somewhat draft until I see the last tranche of comments." This email from Claimant Expert's email address " also copied an email address "expert@expert.com." Later that same day, Claimant Expert distributed the "final draft of the experts report" via email from his "Expert@expert.com" email address to the same individuals, copying his expert@hades.ae email address.

15. On 13 April 2015, the Claimant sent the Defendant a letter informing them that Claimant Expert would be leaving the employ of the Claimant on 17 April 2015, and therefore would not be "available to provide services via Hades on the commissions that he has been engaged on." The letter, addressed to Hadassah Real Estate LLC, indicates that the Defendant company should contact Claimant Expert directly to continue his services. The letter states that the Claimant "will issue a final invoice for work done by Expert and his support team after he has left."

16. On 7 May 2015, Claimant Expert provided the Defendant with a letter addressed to Hadassah Real Estate LLC, from "Expert Consult." The letter states that Claimant Expert will continue "from the date of 17th April" to provide expert services for the Defendant company. Claimant Expert states that Expert Consult has "estimated that the additional fee for the expert's advice through to completion of the tribunal hearing . will not exceed AED 169,380.00."

17. The Defendant also entered into an agreement with Claimant Expert's company, Expert Consult (hereafter referred to as the "Expert Schedule"). The Defendant submitted such schedule as Annexure G to its Defence, titled "Signed Schedule by the Expert Consultant and the Defendant" but such Annexure G only reflects the signature of the authorised representative of Expert Consult on 7 May 2015. In any event, it is accepted that Annexure G reflects the agreement made between the Defendant and Expert Consulting. The "Agreement date" of the Expert Schedule is listed as 17 April 2015.

18. On 13 May 2015, the Claimant emailed the Defendant, copying "expert@expertconsult.com" and enclosing "an invoice for fees up to 16 April 2015, the final invoice from Hades for these services, together with a breakdown of time spent." The email indicated that payment was due within 28 days, pursuant to the ACE Agreement. The attached invoice numbered 6114000030 (hereafter referred to as the "May Invoice") reflects an amount owed of AED 372,217.50, which reflects the deduction of the AED 45,000 deposit previously received from the Defendant. The attached breakdown of items invoiced (hereafter referred to as the "Breakdown Sheet") reflects line items for each charge, indicating the fee earner, the description of work done, the time spent and the total charge.

19. On 31 May 2015, Claimant Expert sent the Defendant an invoice #0001 reflecting fees incurred until 31 May 2015 and fees expected upon completion of the Hearing on 18 June 2015. The invoice amounted to AED 140,017.52. The attached breakdown of fees included a schedule of fees dated 29 March 2015 until 24 May 2015 amounting to AED 40,057.50 for work already done. It is important to note that for the entries from 29 March 2015 until 18 April 2015, there are no charges reflected on the Expert Consult invoice. The remaining amount of AED 99,960.00 is reflected on a second schedule attached to the invoice for projected fees from 31 May 2015 until 28 June 2015.

20. The Claimant followed up with the Defendant on numerous occasions after issuing the May Invoice and did not receive payment. The only response from the Defendant apparent from the case file was sent via email on 8 December 2015, over six months after the issuance of the May Invoice, and was in response to a "FINAL CHASE LETTER" from the Claimant which threatened legal action. This email from "representative@hadassahuae.com" provides the first evidence that the Defendant objected to the May Invoice.

21. The 8 December 2015 email states in relevant part that the Defendant "den[ies] and reject[s] totally the acknowledgement of any payment payable by Hadassah Homes to Hades." The Defendant stated that Claimant Expert was the engaged Expert on the project and that Claimant Expert had been paid in full via his company Expert Consulting. Furthermore, the Claimant was paid AED 45,000 in addition to the amounts paid to Expert Consulting. The Defendant continued that the relevant arbitration and accounts connected to such arbitration were closed and thus, the Defendant was "not prepare[d] to entertain any additional invoice/demand from any third party."

22. On 28 June 2016, the Claimant filed a claim in the DIFC Courts Small Claims Tribunal (the "SCT") for payment of AED 401,844.20 allegedly due under the Schedule and ACE Agreement plus AED 20,092.22 in DIFC Courts' fees from the Defendant.

23. The Defendant responded to the Claim on 30 June 2016 expressing its intent to contest jurisdiction before the DIFC Courts and the Small Claims Tribunal (hereafter referred to as the "Application to Contest Jurisdiction"). The parties made submissions as to the Application to Contest Jurisdiction and attended a Jurisdiction Hearing before me on 22 August 2016 which resulted in my Order of 6 September 2016 dismissing the Defendant's Application to Contest Jurisdiction and confirming the DIFC Courts' and the SCT's jurisdiction over the dispute pursuant to Section 6 of the Schedule, which lists DIFC as the relevant "Jurisdiction."

24. The parties were then called for a Consultation before SCT Officer Mahika Hart on 25 September 2016. At this time, the Defendant, who had not otherwise provided substantive submissions, attempted to submit a paper copy of an "Application to Join a Party" to the proceedings, which had not otherwise been served. The SCT Officer Mahika Hart instructed the Defendant to make its application via email to all parties and the SCT Registry in order for an SCT Judge to make a decision on the application. The Defendant never sent this application via email and thus it was not adjudicated on.

25. The parties were not able to reach a settlement and thus a Hearing was scheduled before me on 6 October 2016, at which time I heard the submissions of the Claimant's representative and the Defendant's representatives. The parties agreed at the Hearing that no further submissions should be necessary for the case to be decided. Thus, I accepted all past submissions and reserved the case for judgment at the conclusion of the Hearing.

The Claimant's Arguments: Particulars and Supplemental Submission

26. In the Claim Form, filed on 28 June 2016, the Claimant argued that the Defendant owed certain sums pursuant to the Schedule and ACE Agreement dated 9 December 2014 and signed on 8 February 2015. The Claim Form detailed the total amount owed as AED 372,217.50 pursuant to Invoice No. 6114000030 dated 12 May 2015. In addition, the Claimant claimed "simple interest" in the amount of 8.5% per annum from 9 June 2015 until payment is made and reimbursement of the Claimant's "legal and administrative costs" to include the SCT Court Fee in the amount of AED 20,092.22. In total, the Claimant claimed AED 421,936.42 against the Defendant.

27. In the "Particulars of Claim" filed by the Claimant and attached to the Claim Form, the Claimant further detailed its arguments. The Claimant detailed that it provided the Defendant with "expert services" in support of an ongoing arbitration in which the Defendant was involved. The relationship between the parties was governed by the ACE Agreement and the Schedule, signed on 8 February 2015, in conjunction with the LOI letter dated 11 December 2014.

28. Section 1 of the Schedule governs the instruction of the Claimant by the Defendant and the Claimant contended that it had invoiced the Defendant in accordance with Section 4 of the Schedule on 12 May 2015. The May Invoice has not been paid by the Defendant. The Claimant contended that the amount invoiced should be paid within 28 days, pursuant to Section 4 of the Schedule and further that no objection to the May Invoice had been received within the time allotted pursuant to the Schedule or Clause C5 of the ACE Agreement.

29. Thus, the Claimant argued, all sums due pursuant to the May Invoice are now outstanding and have been payable since 9 June 2015, and interest should accrue at a rate of 8.5% per annum from that date.

30. The Claimant contended that it has made a number of requests for payment via various correspondence methods and issued a demand letter to the Defendant on 21 April 2016 (hereafter referred to as the "Demand Letter"). However, the Claimant did not receive any payment and thus pursued legal action in the DIFC Courts pursuant to the Schedule. The Claimant included copies of the Schedule, the ACE Agreement, the Letter of Instruction, the May Invoice and the Demand Letter in support of its Claim.

31. After the parties participated in the above mentioned Jurisdiction Hearing and Consultation, the Claimant supplemented its submissions on 3 October 2016 in advance of the Hearing on the merits. The Claimant's further submission addressed specifically the issues regarding the Defendant's awareness of the May Invoice, the Defendant's potential grounds for disputing the May Invoice and the Claimant's performance of the services required. The Claimant provided further email evidence in support of its arguments.

32. The Claimant first highlighted that in the Schedule, under Section 4, the parties had agreed that any disputed invoices would be dealt with in a timely manner and thus, proof that the Defendant had been aware of the May Invoice triggered its obligation to express any objections to it in compliance with the timeline agreed in the Schedule.

33. The Claimant reiterated that failure to express any objection within the timeframe allotted in the Schedule obligated the Defendant to pay the full amount listed in the May Invoice. Furthermore, the Claimant contended that the itemised Breakdown Sheet attached to the May Invoice proves the extent of work provided by the Claimant especially without any timely objection by the Defendant.

The Defence

34. In its Defence, the Defendant set out its submissions regarding the series of events leading up to the signing of the Schedule and the ACE Agreement. The intent of the relationship was to hire Claimant Expert as an expert to provide services in an ongoing arbitration; Claimant Expert was an employee of the Claimant at the time but the Defendant's intent was to hire Claimant Expert, not the Claimant company.

35. The Defendant asserted that the Schedule and ACE Agreement were not signed by the Claimant until 8 February 2015 and work was not to commence before a letter of instruction was issued. Thus, any charges for work before 8 February 2015, the Defendant alleged, are invalid. Furthermore, the Defendant maintained that it had sent an advance of AED 45,000 to the Claimant on 8 March 2015 and understood that this amount would cover the work and that further payments would be agreed in advance.

36. The Defendant claimed that it had received a letter on 13 April 2015 informing it that Claimant Expert would be leaving the employment of the Claimant on 17 April 2015 and that, should the Defendant wish to continue to use his expert services, it should contact him directly. The Defendant claimed that Claimant Expert, in conjunction with his new firm, Expert Consulting, provided the Defendant with a revised schedule of services effective from 17 April 2015. The Defendant contended that it had paid Claimant Expert fully for his time pursuant to the agreement with Expert Consult and thus any additional payment to the Claimant would be "the some duplication of the payment [sic]."

37. The Defendant also asserted that the evidence submitted by the Claimant does not comply with "the evidence act" and thus should not be relied upon.

38. Furthermore, the Defendant argued that only accepted invoices should be paid by the Defendant and that the May Invoice had not been accepted by the Defendant. The Defendant contended that the Claimant had delayed in issuing the May Invoice by over 5 months, therefore waiving its right to receive objections within 14 days. The Defendant also argued that the Claimant has not proven "the authenticity [of the] contents of the invoice." The Breakdown Sheet listing of the amounts in the May Invoice repeats descriptions and there is no justification of the time spent on each line item.

39. Additionally, the Defendant contended that Claimant Expert did not leave the Claimant company on 17 April 2015, as the Claimant stated, but instead left the Claimant company as early as 8 April 2015. The Defendant further averred that it had paid Claimant Expert, through Expert Consulting, for work done from 29 March 2015 onwards and thus the Defendant cannot be billed for services during this same time, as this would represent "the some duplication and mala fide intention [sic]."

40. The Defendant also argued that the AED 90,000 deposit due to the Claimant, pursuant to the Schedule had been reduced, upon instruction from Claimant Expert, to AED 45,000 on the expectation that the work required would not cost more than this amount. The Defendant alleged that the Claimant did not inform the Defendant that the amounts due would exceed this deposit amount and had therefore waived its right to any further payment.

Hearing

41. At the Hearing, the Defendant pointed out that it had wanted to add a party to the dispute, an application reflecting this had been presented to the SCT Officer at the Consultation. Although the Defendant insisted that this application had been made properly, the Defendant did not follow the SCT Officer's direction to submit the application via email with written reasons justifying the request and thus it was not considered. The Defendant made no reference to this application in its Defence, filed well after the Consultation.

42. It is also noted that there was a brief discussion regarding settlement at the end of the Hearing. The parties did not reach an agreement and nothing in that discussion will serve to prejudice my judgment.

The Claimant's Arguments at the Hearing

43. At the Hearing, the Claimant argued that the Claimant had been appointed by the Defendant on 10 December 2014, evidenced by the Schedule, a copy of which was dated 10 December 2014. The appointment was followed by the Defendant sending an annotated Schedule back to the Claimant, which the Claimant contends was a counter-offer by the Defendant. The Defendant signed that counter-offer on 10 December 2014. The Claimant then immediately started work based on the signed counter-offer and the LOI received by the Claimant from the Defendant's legal representative on 11 December 2014. The act of beginning work as directed by the Defendant's legal representative thus amounted to the Claimant's acceptance of the counter-offer and the formation of a valid and binding contract between the parties.

44. The Claimant acknowledged the Defendant's main contention that the Schedule was not signed by the Claimant until 8 February 2015 and argued that this was simply an engrossed copy of what was already agreed and written up between the parties. It was purely a formality and the agreement between the parties became binding on 10 December 2014.

45. In the alternative, the Claimant argues that the start date of services was agreed to be 9 December 2014, as noted in Section 1A of the Schedule under "Agreement date," regardless of the date that the Schedule was signed between the parties.

46. The Claimant stated that the Defendant was first sent an invoice for an advance payment or deposit of AED 45,000. This amount was meant to be AED 90,000, as per Section 4 of the Schedule agreed between the parties, but the Claimant contends that both parties waived the right to the full amount and instead accepted a payment of AED 45,000. Furthermore, the Claimant acknowledged that it had accepted the payment itself, instead of such account being controlled by the "Instructor" pursuant to the Schedule. This evidences a waiver on the part of both parties as to the instruction account.

47. The Claimant continued that the Defendant was fully aware that the Defendant's legal counsel had instructed the Claimant on 11 December 2014 and was fully aware that the Claimant's expert, Claimant Expert was performing work on or about 16 December 2014. The Defendant was aware because the Defendant's law firm had instructed the Claimant's expert to begin work immediately, and the Defendant was responding to and interacting with the Claimant's expert from the outset. This is evidenced by the email submitted at the Hearing, dated 18 December 2014, which shows the Chairman of the Defendant company providing comments on the "initial drafts of Hades."

48. The Claimant went on to address the departure of Claimant Expert from its employ, stating that he had left the Claimant company to start his own firm, with his last day of work being 16 April 2015. Pursuant to Section B2 of the ACE Agreement, the Claimant argued that this departure was beyond its control and it should not be penalised for Claimant Expert's departure. Furthermore, the Claimant emphasised that any billing for work done ceased on the day that Claimant Expert left its employ as evidenced by the invoices which had been issued by the Claimant and Expert Consult.

49. The Claimant contended that it was unreasonable to think that Claimant Expert provided free work to the Defendant from 29 March 2015 until 16 April 2015. Instead, it is much more reasonable to believe, as reflected in both the Claimant's May Invoice, and Claimant Expert's separate invoice, that Claimant Expert continued to bill his time through the Claimant company until he officially left on 16 April 2015.

50. In response to the Defendant's argument that Claimant Expert was sending emails from his new company's domain as early as 8 April 2015, the Claimant maintains that this was Claimant Expert's own company that he was in the process of setting up, so this event is not unreasonable.

51. In response to the argument that the Claimant incorrectly invoiced the Defendant and therefore waived its rights under the Schedule, the Claimant argued that Section 4 of the Schedule requires any objections to invoices be made within 14 days of receipt. This had been agreed between the parties. The Claimant contended that it had received no reduced payment notice from the Defendant within the time required and thus, the entirety of the May Invoice had become payable in full.

52. The Claimant continued that it had attempted to contact the Defendant frequently from 28 July 2015 until 8 December 2015, when the Defendant gave the first indication that it was going to contest the May Invoice. According to the Claimant, the Defendant made many excuses and promises to pay between May 2015 and December 2015. Then, via an email on 8 December 2015, the Defendant voiced its first objections to the May Invoice. The Claimant contended that the reasons cited in this email are the true reasons for the Defendant's failure to pay, rather than the legal arguments presented in the Defendant's Defence.

53. In support of its invoicing practices, the Claimant argued that the Schedule allowed for invoices to be "issued at monthly or longer intervals," pursuant to Section 4 of the Schedule. Furthermore, the Schedule provided no limitations on the amounts to be invoiced or spent. While there had been an initial AED 45,000 deposit received from the Defendant, this amount was not a limit on work to be completed. In fact, the Defendant's legal representative was in control of costs and instructions. Due to the urgent nature of litigation, the Claimant followed the legal representative's instructions and continued working beyond the AED 45,000 deposit in good faith, legitimately expecting to be paid for the work done.

54. In response to the specific complaints about the May Invoice itself, the Claimant contended that repeat descriptions of work are to be expected when an expert is preparing a report over a long period of time. Had the Defendant contested the May Invoice sooner, further descriptions could have been provided. Additionally, the time reflected in the May Invoice is quite reasonable, the Claimant argues. It shows 97.5 hours of work by Claimant Expert as the main expert and 47.5 hours of work by his assistant, amounting to approximately 4 weeks of work for initial advice and preparation of a 38-page expert report based on the specific details of the arbitration case at hand.

55. When asked to support its claim for interest at a rate of 8.5% per annum calculated from 9 June 2015, the Claimant was unable to provide a legal argument other than that it had been advised by its legal representative to claim this amount.

The Defendant's Arguments at the Hearing

56. The Defendant pointed out that the executed Schedule had been signed by the Claimant only on 8 February 2015 and not on 10 December 2014. Furthermore, the "Client" listed in the version sent on 10 December 2014 is different from the "Client" listed in the executed Schedule. Thus, there was only a valid contract between the parties as of 8 February 2015 and no work can be billed prior to that time.

57. In the alternative, the Defendant argued that any prior contracts were made null and void by the executed Schedule of 8 February 2015 and that the latest agreement governed the parties.

58. When asked why work began before 8 February 2015, especially why the Schedule lists an "Agreement date" of 9 December 2014, the Defendant argued that any work performed by the Claimant prior to 8 February 2015 was free work done based on "good will" between the Claimant and the Instructor. It was "not of [the Defendant's] knowledge."

59. The Defendant argued that the Claimant "cherry picks" Schedule terms that fall in its favour, ignoring the many times the Claimant itself failed to follow the Schedule. Thus, the Defendant argued that it similarly was not required to follow the provisions of the Schedule, due to the Claimant's waiver.

60. In support of its arguments, the Defendant cites the Claimant's failure to follow the provisions of the Schedule requiring the Instructor to administer an account of AED 90,000, instead, accepting AED 45,000 into its own account. The Claimant should have insisted on AED 90,000 and the Claimant should have handed the money over to the Instructor once the Defendant made payment. The Defendant argued that the Claimant instead insisted that the Defendant pay the deposit directly to the Claimant, and the Defendant had no option but to submit to the Claimant's demands.

61. As regards the May Invoice, the Defendant argued that monthly invoices were required pursuant to the Schedule and that no invoice was received until May. By this time, the Defendant asserts, the mechanism to question the details of the invoice had already been frustrated due to the delay between when the work had been done and when the first invoice was received. Further, the Defendant contended that it had asked for estimates to be provided from the Claimant and they were not provided. Additionally, the Defendant contended that the completed report received was only 38 pages and the Defendant had already paid Claimant Expert for this report at his new company. Furthermore, the Defendant argued that it expected the AED 45,000 deposit to cover the work done by the Claimant company and was never informed that the work had exhausted the deposit. The Defendant questioned why the Claimant continued work beyond the AED 45,000 deposit.

62. As regards why the Defendant had not objected to the May Invoice within the 14 days required by the Schedule, it argued that the Claimant had waived this provision by providing an invoice after such a long period of time. Moreover, the Defendant argued that it had objected within the time period, but was unable to produce any evidence of this objection.

63. Finally, the Defendant reiterated the argument that Claimant Expert had left the Claimant's employ well before 16 April 2015. In response to the Claimant's point that Claimant Expert's invoice did not include any time billed from 29 March until 17 April 2015, the Defendant argued that this work had not been billed by Claimant Expert out of good faith, serving to provide the Defendant with free work.

64. Ultimately, the Defendant accepted the fees listed in the May Invoice from 8 February 2015 until 28 March 2015 only. The Defendant argued, in sum, that the Claimant was the first to breach the agreement between the parties and therefore had waived its rights under the Schedule. The Defendant argued it was thus also free to not comply with the terms of the agreement.

65. The Defendant accepted that interest may be due from the time the Claimant filed the case with the SCT, but not earlier. The Defendant did not suggest a rate of interest to apply.

Finding

66. Pursuant to my previous Order regarding jurisdiction, issued on 6 September 2016, the DIFC Courts and the Small Claims Tribunal have jurisdiction to hear and resolve this dispute.

67. As a preliminary issue, the Defendant argued in its Defence that the evidence submitted by the Claimant does not comply with "the evidence act" and thus should not be relied upon. The Defendant has not specified to which evidence act it refers. Furthermore, Rule 53.48 of the Rules of the DIFC Courts ("RDC") states that "strict rules of evidence do not apply" in Hearings before the SCT. There is no indication or allegation of falsified or incorrect evidence and thus, I shall accept both of the parties' submitted evidence as accurate reflections of the communications between the parties.

68. This dispute shall be governed by the laws of the DIFC, specifically DIFC Law No. 6 of 2004 (hereafter the "DIFC Contract Law"). I have determined this due to the selection of "The DIFC" in Section 6 of the Schedule, titled "Jurisdiction," in conjunction with Section H3 of the ACE Agreement, which states that the "Agreement shall be governed by and construed in all respects in accordance with the laws of the country set out in section 6 of the Schedule."

69. Having considered the written submissions and the arguments put forward at the Hearing, I find that there are four main issues to be determined. First, there is the question of when the Schedule and ACE Agreement were executed and when they took effect. Second, there is the issue of when Claimant Expert stopped working for the Claimant company. Third, there is the issue of the Claimant's invoicing practices and administration of the fund meant to be kept by the Instructor but which was instead paid to the Claimant. Finally, there is the question of how the Defendant's failure to timely object to the May Invoice effects this dispute. I will address each of these issues in turn, addressing the issues of interest and costs at the end.

Effective Agreement Date

70. First, there is the question of when the Schedule and ACE Agreement were executed and when they took effect. This question is essentially one of offer and acceptance or, in the alternative, a question of the valid effective date of a contract.

71. A valid contract is formed "by the acceptance of an offer" (DIFC Contract Law, Article 14). Thus, the task is to determine whether a valid offer was made and whether it was duly accepted as provided for under the DIFC Contract Law. An "offer" to conclude a contract must be "sufficiently definite and indicate the intention of the offer or to be bound in case of acceptance" (DIFC Contract Law, Article 15). Article 19 of the DIFC Contract Law details that valid acceptance may be made via various modes:

> "(1) A statement made by or other conduct of the offeree indicating assent to an offer is an acceptance. Silence or inactivity does not in itself amount to acceptance.
>
> (2) An acceptance of an offer becomes effective when the indication of assent reaches the offeror..."

72. The Claimant argued that the parties formed a valid contract by offer and acceptance. First, the Claimant offered the Defendant the terms as initially stated in the original and unmarked schedule. The Defendant provided handwritten changes on the Draft Schedule, signed it, and returned it to the Claimant for signature. This, according to the Claimant, was the Defendant's counter-offer indicating the terms under which it was willing to contract. The Claimant argues that by taking instruction from the Instructor and beginning work on the Services, the Claimant accepted the Defendant's counter-offer and thus a valid and binding contract was formed, on or around 16 December 2014 when work began.

73. It seems clear that the Draft Schedule with handwritten changes sent to the Claimant on 10 December 2014 were complete and "sufficiently definite" as this Draft Schedule reflects the resulting terms of the Schedule completely. The Defendant's signature on the Draft Schedule clearly evidences the Defendant's "intention" "to be bound in case of [the Claimant's] acceptance."

74. Once the Claimant began work on 16 December 2014, the parties had a clear understanding of the final terms of agreement, as reflected in the Draft Schedule. The Claimant's argument that the Schedule, signed on 8 February 2015, is simply an engrossed copy of the agreement already made between the parties is convincing based on numerous pieces of evidence:

(a) The Defendant signed the Draft Schedule with its changes reflected.

(b) The Instructor sent clear instructions via the LOI to the Expert and the Claimant on 11 December 2014. The LOI references some urgency on the project and instructs the Expert to begin work.

(c) The Claimant's Expert began working on the Services on 16 December 2014.

(d) On 18 December 2014, the Defendant's Chairman sent an email to the Instructor, copying a number of other officers in the Defendant company, detailing "our comments on the initial drafts of Hades." This shows that the Defendant company, was aware of Hades's work as early as 18 December 2014.

(e) The Schedule signed on 8 February 2015 reflects the same terms as the Draft Schedule. The only difference is the named person representing the Client, which changed from "Representative 1" in the Draft Schedule to

"Representative 2" in the final Schedule. However, both Representative 1 and Representative 2 are copied in the email sending the Draft Schedule and in the email of 18 December 2014 reflecting the Defendant's comments on Claimant Expert's initial work.

(f) The "Agreement date" listed on the signed Schedule is "the earlier of 9th December 2014 and the date upon which the Consultant first commenced the Services." Thus, even in its signed form, the Schedule itself states that it is meant to take effect on 9 December 2014.

75. As for valid acceptance, the "conduct of the offeree indicating assent to an offer is acceptance." The Claimant and its Expert displayed conduct indicating assent to the Defendant's counter-offer by accepting the LOI and beginning work. While it may be the case that this acceptance did not become effective until "indication of assent reache[d] the offeror," it is clear from the file that on 16 December 2014, Law Firm of the Instructor company sent various involved officers at the Defendant company "the initial thoughts of Claimant Expert of Hades." This shows that indication of assent reached the Defendant company on 16 December 2014 and the Defendant company further acknowledged receipt of that assent on 18 December 2014 when the Defendant's Chairman emailed Law Firm with the Defendant's comments on Claimant Expert's initial draft.

76. The Defendant insists that the Schedule is only valid after 8 February 2015 and that a contract cannot be valid before signed. The Defendant states that work done by the Claimant company and the Expert before 8 February 2015 was done free of charge or based on a "good will" agreement between the Instructor and the Claimant. The Defendant argued at the Hearing that work before 8 February 2015 was "not of our knowledge" but the 18 December 2014 email disproves that claim.

77. The Defendant also made a brief argument that even if there was a valid contract as of 16 December 2014, the final Schedule signed on 8 February 2015 constitutes a new agreement which renders all previous agreements "null and void." The Defendant failed to explain how this argument would excuse the Defendant from making payment for work done on the previous valid contract during the time in which it was valid. This argument is therefore unconvincing.

78. In my view the Claimant's understanding of the circumstances is more plausible, considering that the Instructor sent the LOI to the Expert with the Defendant in copy, the Claimant's Expert began working under the terms of the Draft Schedule on 16 December 2014 and the Defendant company knew that the Claimant had begun work as evidenced by the 18 December 2014 email from the Defendant's Chairman. The annotated Draft Schedule was a valid offer from the Defendant as it was "sufficiently definite and indicate[d] the intention of the [Defendant] to be bound in case of acceptance" (DIFC Contract Law, Article 15). The Claimant's acceptance via conduct was indicated to the Defendant as early as 16 December 2014 and acknowledged by the Defendant on 18 December 2014.

79. Therefore, I find that the Schedule was a valid and binding contract between the parties as early as 16 December 2014. Thus, the Defendant is generally liable for work done under the Schedule, unless the Defendant can provide a defence as to why it should not pay.

Departure of Claimant Expert from the Claimant Company

80. Second, there is the issue of when Claimant Expert stopped working for the Claimant company. It strikes me as quite clear from the evidence presented that Claimant Expert stopped working for the Claimant on 16 April 2015 and began working for his own company, Expert Consulting, on 17 April 2015. It seems that Claimant Expert took great care to prevent any duplicative billing or any delay in services provided to the Defendant as evidenced in his 7 May 2015 letter which indicated that he will begin providing services to the Defendant "through Expert Consulting" "from the date of 17th "April."

81. The Defendant cites two pieces of evidence to show that Claimant Expert left the Claimant's employ earlier than the Claimant represents. First, the Defendant cites emails received from Claimant Expert from his Expert Consult domain on 8 April 2015. However, it is quite conceivable that in setting up his company prior to 17 April 2015, to enable him to provide seamless service to the Defendant, Claimant Expert used his new email address when corresponding with the Defendant. In fact, he sent emails on that same day from his Hades domain.

82. Second, the Defendant referred to the breakdown of services attached to Expert Consult's 31 May 2015 Invoice, which included blank spaces for work done from 29 March until 16 April 2015. However, as admitted by the Defendant, there are no charges reflected during this time period on Expert Consult's invoice. The Defendant's allegation that Claimant Expert was providing free services for them during this time seems unreasonable given that there is no evidence that Claimant Expert intended to do so.

83. I find from the evidence submitted by both parties that Claimant Expert left the Claimant's employ on 16 April 2015 and began billing from his own company, Expert Consult, on 17 April 2015. Thus, the Defendant is generally liable to the Claimant for work completed by Claimant Expert and his assistant from 29 March 2015 until 16 April 2015, unless the Defendant can provide some other defence.

The Claimant's Invoicing and the Administration of the Fund

84. There is also the issue of the fund meant to be kept by the Instructor in the amount of AED 90,000, pursuant to Section 4 of the Schedule, but which was instead paid directly to the Claimant in the lesser amount of AED 45,000. Connected to this issue is the seeming failure of the Claimant to provide requested estimates or timely invoices.

85. The Defendant contended that the Claimant, through its accepted billing practices, had indicated to the Defendant that the costs associated with the Expert Services provided pursuant to the Schedule would not and did not exceed AED 45,000. This was evidenced in the Claimant's seeming failure to provide an estimate that reflected costs exceeding AED 45,000 and the Claimant's acceptance of AED 45,000 as a deposit when AED 90,000 was in fact due.

86. The Claimant also did not inform the Defendant on or about 5 February 2015 when the Claimant's billing exceeded AED 45,000. It seems inconsistent that the Claimant would accept a deposit of AED 45,000 on 10 March 2015 when the amount owing was already in excess of AED 100,000.

87. The Claimant does not seem to be in breach of the Schedule in any way that was not accepted by the Defendant. It was for the Defendant's benefit that the deposit was reduced to AED 45,000. The Claimant was not required to produce monthly invoices pursuant to the Schedule, although it probably should have done so, and the Defendant did not ask for more frequent invoices. The Claimant was not required to inform the Defendant that the amounts billed exceeded the AED 45,000 deposit, especially as the parties had essentially already waived the portion of the Schedule relevant to the "Fees account," and the Defendant did not follow-up to find out if the costs were covered.

88. It is plausible that the Defendant believed the initial deposit to cover the fees, but at the agreed rate of AED 1,470 per hour, this initial fee would only cover about 30 hours of Claimant Expert's time. To produce a 38-page expert report after careful review of the relevant case documents could reasonably take more than 30 hours, and the Defendant should have followed-up with the Claimant regarding the accruing fees just as the Claimant likely should have invoiced the Defendant more often.

89. While the Claimant should have provided estimates pursuant to Section 4 of the Schedule and the Instructor's request in the LOI, there is no evidence that the Defendant ever followed up on its request for estimates. Furthermore, pursuant to Section 4, any estimates would not have been binding on the parties.

90. Although the Claimant clearly indicated in the letter of 13 April 2015 that it would produce a final invoice of amounts owed to it, the Defendant did not follow up on this promised invoice. Instead, it is not until 8 December 2015 when the Defendant expresses its first objection to the May Invoice.

91. Additionally, the Defendant believed that in paying Expert Consult a significant sum, they had fully covered the costs of Claimant Expert's services. However, even Claimant Expert's letter of 7 May 2015, which was shortly followed by the Claimant's May Invoice on 12 May 2015, indicated that the Claimant would be invoicing the Defendant for work done.

92. Therefore, although both parties failed to follow the provisions set out in the Schedule with regard to invoicing/billing, the fees account, the deposit amount, and estimates, both parties are in breach and both parties have accepted the breaches of the other without timely objection. Thus, none of the above mentioned inconsistencies regarding payment shall be deemed determinative.

The Defendant's Failure to Timely Contest the May Invoice

93. The Schedule clearly states in Section 4 under the part entitled "Dispute Invoices" that "If the Client or the Instructor disputes any of the Consultant's invoices then the Client or the Instructor shall deliver to the Consultant not later than 14 days after the date of each disputed invoice the notice referred to in Clause C6 of the ACE Agreement (for the purposes of this Agreement, a `reduced payment notice') clearly specifying each amount to be withheld and giving detailed reasons and calculations justifying it. In the absence of a reduced payment notice, the full invoice will be due and shall be paid."

94. Although the Defendant did claim during the Hearing that it had objected to the May Invoice shortly after its issuance, there is no evidence of this objection in the case file. The only evidence of objection came on 8 December 2015, a full six months after the May Invoice was issued. The Claimant thus argues that the Defendant has waived any right to object to the May Invoice and thus the amount is due in full. This argument is quite convincing based on the plain language of the Schedule, to which both parties have agreed.

95. In response, the Defendant made many references to the lack of fairness and the Claimant's continued failure to follow the terms of the Schedule, as detailed above. In sum, the Defendant argued that the Claimant's failures to follow the Schedule amounted to a waiver of the provision for disputed invoices and the Defendant was excused from this provision. It is clear that both the Claimant and the Defendant were not following the exact terms of the Schedule, but in all of the instances cited by the Defendant, both parties have given mutual consent to the failure to follow the Schedule by omitting to follow-up and object.

96. Thus, the above failures of both parties to adhere to the strict terms of the Schedule do not excuse the Defendant from the disputed invoices provisions for over six months. These arguments could perhaps justify a slight delay in the Defendant's objections to the May Invoice, but not a delay of six months and a delay that occurred only after numerous attempts by the Claimant to follow-up on the amounts owing.

97. It is the Claimant who has made a claim that the Defendant should pay the outstanding amounts due pursuant to the May Invoice. The Claimant has proven its claim that such amounts are owing to it under the agreed and valid Schedule. The Defendant has not provided a convincing defence as to why it should be excused from payment and has not counter-claimed for any alleged damages caused due to the Claimant's failure to follow certain provisions of the Schedule. Thus, there is no relief that can be found for the Defendant in this case. I find that, based on the above discussion, the Defendant shall pay the Claimant AED 372,217.50 in satisfaction of the May Invoice.

Interest

98. The Claimant has made a claim for interest to run from 9 June 2015 on the amounts owed pursuant to the May Invoice at a rate of 8.5% per annum. During the Hearing, the Claimant was unable to point to the exact contract provisions supporting its interest claim, but such provisions are contained in the Schedule and ACE Agreement.

99. First, the Schedule states at the outset that "the Consultant enters into this Agreement with the Client in accordance with the ACE Short Form Agreement 2002 (revised 2004) subject to the following provisions of this Schedule."

100. Second, the ACE Agreement, at Clause C4 states that "Payment due to the Consultant under this Agreement shall become due for payment on submission of the Consultant's invoice therefor and the final date for payment shall be 28 days thereafter. Interest shall be added to all amounts remaining unpaid thereafter and shall be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and at the relevant reference rate plus the statutory rate of interest."

101. Reading Section 6 of the Schedule in conjunction with Clause H3 of the ACE Agreement requires the application of DIFC Law to the dispute at hand. Article 30 of the DIFC Law No. 10 of 2004 (hereafter referred to as the "DIFC Courts Law") allows the DIFC Courts to apply:

"(a) the judicial authority law;

(b) DIFC Law or any legislation made under it;

(c) the Rules of Court; or

(d) such law as is agreed by the parties."

102. In this case, it is clear that while choosing generally to apply the laws of the DIFC to their agreement, the parties have also specifically chosen to apply the United Kingdom's Late Payment of Commercial Debts (Interest) Act 1998 (hereafter referred to as the "Interest Act of 1998"). This choice is specifically permitted pursuant to Article 30 of the DIFC Courts Law, given the use of the word "or" in Article 30(c). Therefore, I shall apply the Interest Act of 1998 to the matter at hand.

103. The Interest Act of 1998 at Part I, Section 2 states that:

"(1) This Act applies to a contract for the supply of goods or services where the purchaser and the supplier are each acting in the course of a business, other than an excepted Contract.

(2) In this Act "contract for the supply of goods or services" means -

[illegible] (a) a contract of sale of goods; or

(b) a contract (other than a contract of sale of goods) by which a person does any, or any

combination, of the things mentioned in subsection (3) for a consideration that is (or includes) a [illegible] money consideration.

(3) Those things are -

[illegible] .

(c) agreeing to carry out a service."

104. For the avoidance of doubt, I have determined that the Schedule and ACE Agreement fall under the Interest Act of 1998 and would not qualify as an "excepted contract." The Interest Act of 1998 states at Part 1, Section 1 entitled "Statutory interest" that "It is an implied term in a contract to which this Act applies that any qualifying debt created by the contract carries simple interest subject to and in accordance with this Part." Part 1, Section 3 defines "Qualifying debts" as "A debt created by virtue of an obligation under a contract to which this Act applies." I find that the statutory interest provisions of the Interest Act of 1998 apply to the amount owed by the Defendant pursuant to the May Invoice, as this amount is a Qualifying debt.

105. The Interest Act of 1998 goes on to state under Part 1, Section 4 entitled "Period for which statutory interest runs":

"(1) Statutory interest runs in relation to a qualifying debt in accordance with this section .

(2) Statutory interest starts to run on the day after the relevant date for the debt, at the rate prevailing under section 6 at the end of the relevant day.

(2A) The relevant day for a debt is -

(b) Where there is an agreed payment day, that day ... "

106. In this case and as discussed above, the time for payment agreed under Clause C4 of the ACE Agreement was 28 days. 28 days from the issuance of the May Invoice falls on 9 June 2015, as calculated by the Claimant, and thus, pursuant to the Interest Act of 1998, the Claimant is owed interest on the amount invoiced on 12 May 2015 starting from 10 June 2015 until payment is made.

107. Part 1, Section 6 of the Interest Act provides that "The Secretary of State shall by order made with the consent of the Treasury set the rate of statutory interest by prescribing - (a) a formula for calculating the rate of statutory interest; or (b) the rate of statutory interest." This rate has been defined as "8% plus the Bank of England base rate for business to business transactions" (see https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt). The current Bank of England base rate (since 4 August 2016) is 0.25% and thus, the applicable rate would be 8.25% (see http://www.bankofengland.co.uk/boeapps/iadb/Repo.asp).

108. Upon applying the applicable rate, the interest on the amount owed pursuant to the May Invoice will be AED 84.13 per day ((AED 372,217.50 x 0.0825)/365). This interest should be calculated starting from 10 June 2015 until the date of this Judgment. This amounts to 579 days and thus AED 48,711.27 is the total interest payable at this time. The amount will continue to accrue at AED 84.13 per day until the day the Judgment amount is paid.

Costs

109. The Claimant has also claimed for costs, both legal and administrative. Rule 53.70 of the Rules of the DIFC Courts (RDC) provides when the SCT can order a party to pay costs. This rule states:

"The SCT may not order a party to a small claim to pay a sum to another party in respect of that other party's costs, fees and expenses, including those relating to an appeal, except:

(1) such part of any Court or Tribunal fees paid by that other party as the SCT may consider appropriate;

(2) such further costs as the SCT may assess by the summary procedure and order to be paid by a party who has behaved unreasonably."

110. In this case, I find it appropriate to grant the Claimant its Court fee in the amount of AED 20,092.22 as the Claimant seems to have had no choice but to file a case in order to collect the amounts owing.

111. As for any further costs, the Claimant may argue that the Defendant has behaved unreasonably. However, I do not find the Defendant's conduct during these proceedings to have met the high threshold of unreasonable behaviour under RDC 53.70(2).

Conclusion

112. The Defendant shall pay the Claimant AED 372,217.50 in satisfaction of the Claimant's services.

113. The Defendant shall pay interest at a rate of 8.25% per annum to be calculated on the Judgment amount starting from 10 June 2015. This amounts to AED 48,711.27 as of the Judgment date and will continue to accrue at AED 84.13 per day until the day the Judgment amount is paid.

114. The Defendant shall reimburse the Claimant's Court fee in the amount of AED 20,092.22.