

ADR CHAMBERS (UK) LIMITED

Arbitration Rules

1. Interpretation

1(1) Definitions

In these Rules, the following terms shall have the following meanings:

- (a) "ADR Chambers" shall mean ADR Chambers (UK) Limited
- (b) "Agreement" shall mean an oral or written agreement.
- (c) "Appointment" shall mean an arbitration scheduled on a specific date and time at ADR Chambers by one of the parties.
- (d) "Arbitrator" shall mean a person acting as sole arbitrator or as a member or chair of an arbitration tribunal of two or more members.
- (e) "Arbitration Agreement" shall mean an agreement between the parties by which two or more of them agree to submit to arbitration a dispute, controversy or action that has arisen between them.
- (f) "Business Day" shall mean Monday to Friday only (excluding bank/statutory holidays).
- (g) "Co-ordinator" shall mean the individual at ADR Chambers in charge of booking an appointment and responsible for all administrative aspects of arbitrations.
- (h) "Party" means a party to a dispute, controversy or action.
- (i) "Representative" means the solicitor, barrister or an authorized representative of the party.

1(2) These Rules shall be interpreted liberally and in such a way so as to provide the parties with the most just and equitable outcome.

1(3) In these Rules, where there is a reference to a number of days between two events, they shall be counted by excluding the first day and including the last day on which the event takes place.

2. **Agreement of Parties**

- 2(1) These Rules and all amendments to them shall be deemed to have been made a part of any Arbitration Agreement which provides for arbitration by ADR Chambers and any arbitration which takes place with ADR Chambers.
- 2(2) Subject to approval by ADR Chambers, these Rules may be varied at any time by agreement between the parties.
- 2(3) In the event that any provision of these Rules is in conflict with any applicable law from which the parties can not derogate, the provisions of that law shall prevail.

3. **Initiating Arbitration**

- 3(1) Parties to any existing dispute may commence an arbitration under these Rules by filing at any office of ADR Chambers two copies of a written submission to arbitration under these Rules, signed by the parties.

It shall contain a statement of the nature of the dispute, the names and addresses of all parties, any claims and counterclaims, the amount involved, if any, the remedy sought, and the hearing locale requested, together with the appropriate filing fee as provided in these rules.

Unless the parties state otherwise in the submission, all claims and counterclaims will be deemed to be denied by the other party.

- 3(2) The party booking an appointment shall be responsible for contacting the other party or parties and providing them with the particulars of the appointment and by providing ADR Chambers with a deposit. The party booking an appointment shall be responsible for notifying the Co-ordinator about any cancellations or changes to the appointment.
- 3(3) All changes to the appointment shall be subject to the availability of ADR Chambers and confirmation by the Co-ordinator.

4. **Selection of Arbitrator(s)**

- 4(1) The parties shall be at liberty, acting unanimously, to select a particular arbitrator or panel of arbitrators from the current ADR Chambers list of Panel Members.
- 4(2) In the event that the Parties cannot agree on a specific arbitrator or arbitrators, the Co-ordinator at ADR Chambers shall appoint an arbitrator or arbitrators for them.

5. **Pre-Hearing Meeting**

(This section does not apply where an arbitration is to be carried out by a papers-only assessment of the case and no hearing is to take place).

- 5(1) Prior to commencing an arbitration, the arbitrator may convene a pre-arbitration meeting, in order to prepare an arbitration agenda concerning the procedure to be used in the arbitration proceedings and appropriate timetables to be used.
- 5(2) The pre-arbitration meeting agenda may include:
 - (a) identification of the issues in dispute,
 - (b) procedure to be followed,
 - (c) fees, costs and deposits,
 - (d) time periods for steps to deal with any other matters that will assist the parties to settle their differences or to assist the arbitration to proceed in an efficient and expeditious manner.
- 5(3) The pre-arbitration meeting may take place by conference telephone call.
- 5(4) The arbitrator(s), or such party as he or she may designate, shall record any agreements or orders made at the pre-arbitration meeting and shall, within seven (7) days of that meeting, send a copy of that document to each of the parties and/or the arbitrator(s).

6. **Exchange of Statements**

- 6(1) Each party shall prepare an Arbitration Statement, containing the information set out in Schedule "A" attached to these Rules.
- 6(2) Arbitration Statements shall be exchanged between the parties and a copy shall be delivered to ADR Chambers for review by the arbitrator or arbitrators, at least (10) business days before the arbitration date.
- 6(3) Subject to the direction of the arbitrator(s), each party shall deliver the documents upon which it intends to rely with each of the above Statements.
- 6(4) Subject to the agreement of the parties all documents and statements may be delivered electronically by email to **documents@adrchambers.co.uk**.

7. Privacy and Confidentiality of Arbitration

- 7(1) All arbitrations held with ADR Chambers are private and confidential. The parties and their representatives shall attend the arbitration. Any other persons may only attend with the consent of the parties and the arbitrator(s).
- 7(2) Unless otherwise agreed by the parties or required by law, all hearings, meetings, and communications shall be private and confidential as between the parties, the arbitrator(s) and ADR Chambers.
- 7(3) Unless the parties agree to the contrary, or a party to binding dispute resolution appeals to court, all proceedings in ADR Chambers are private and confidential. All documents and exhibits filed are private and confidential.
- 7(4) Neither the arbitrator(s), nor any of ADR Chambers' employees shall be compelled to appear as a witness or expert in any pending or future adversarial or judicial proceeding involving any one or more of the parties or relating in any way to the subject matter of the arbitration.
- 7(5) Neither the arbitrator(s), nor any of ADR Chambers' employees shall be required to enter into any correspondence in relation to the arbitration save as is agreed between the parties.

8. Powers and Duties of Arbitrator

- 8(1) Without limiting the generality of any other rule which confers jurisdiction or powers on the arbitrator(s), and unless the parties at any time agree otherwise, the arbitrator may:
 - (a) order an adjournment of the proceedings from time to time;
 - (b) make a partial award;
 - (c) make an interim order or award on any matter with respect to which it may make a final award, including an order for costs, or any order for the protection or preservation of property that is the subject matter of the dispute;
 - (d) order inspection of documents, exhibits or other property, including a view or physical inspection of property;
 - (e) order the recording of any oral hearing;
 - (f) at any time extend or abridge a period of time fixed or determined by it, or any period of time required in these Rules;

- (g) empower the arbitrator(s) to make interim and other orders, including settling of matters at the pre-hearing meeting, that do not deal with the issues in dispute;
- (h) order any party to provide security for the legal or other costs of any other party by way of a deposit or bank guarantee or in any other manner the arbitrator(s) thinks fit;
- (i) order any party to provide security for all or part of any amount in dispute in the arbitration;
- (j) order that any party or witness shall be examined on oath or affirmation, and may for that purpose administer any necessary oath or take any necessary affirmation;
- (k) make an award ordering specific performance, rectification, injunctions and other equitable remedies.

9. **Rights of the Parties**

9(1) As well as the specific rights set out in these Rules, the parties have, as between themselves, any right which they would have under the applicable law.

9(2) The parties also have the following rights:

- (a) the right to have a substituted arbitrator appointed in certain circumstances;
- (b) the right to have a full opportunity to present their case;
- (c) the right to be treated equally and fairly in an arbitration;
- (d) the right to a just, speedy and economic determination of the proceeding on its merits;
- (e) the right to obtain the attendance of a witness by serving a notice to that witness;
- (f) the right to production;
- (g) the right to extension of time limits by the court;
- (h) the right to set aside an award;
- (i) the right to enforce an award.

10. **Conduct of the Hearing**

(In the case of papers-only arbitrations this section shall only apply as is appropriate and necessary. In such cases the parties agree that the “hearing” shall be regarded as the period in which the arbitrator considers the papers.).

- 10(1) The arbitrator(s) shall, in consultation with the parties, set the dates for the hearings.
- 10(2) Each party shall prove the facts on which it relies.
- 10(3) In deciding issues of relevance and materiality of evidence, the arbitrator(s) shall not be required to apply the rules of evidence.
- 10(4) The arbitrator(s) may direct the order of proceeding, divide the proceedings into stages, exclude repetitive or irrelevant testimony, limit or refuse to receive the evidence of a witness of fact or opinion, or direct the parties to address specific issues, the determination of which may dispose of some or all of the dispute.
- 10(5) In order to limit the time spent at the hearing, the parties should ensure that the arbitrator has (so far as is necessary or appropriate) up-to-date copies of:
- (a) an agreed chronology (or unilateral chronologies)
 - (b) an agreed file of documents (or unilateral files)
 - (c) a schedule of agreed facts and/or statements of witnesses;
 - (d) any demonstrative aid necessary to properly understand the issues;
 - (e) a summary of the facts and law each party relies upon;
 - (f) any authorities, where necessary.

(The material should be delivered as soon as possible but (save where emergency or short-notice hearings are arranged) no less than five (5) business days before the hearing).

- 10(6) Parties agree to notify ADR Chambers as soon as possible in the event of any difficulty in preparing for the arbitration or in the submission of any documents or papers. Guidance is available at all times from the ADR Co-ordinator on **0845 083 3000**.

11. **The Award**

11(1) Within thirty (30) days of completion of the hearing, the arbitrator shall deliver an award.

11(2) The award shall be signed and shall set out:

- (a) the nature of the claim;
- (b) the decision;
- (c) the facts;
- (d) the issues;
- (e) the law;
- (f) the relief awarded.

11(3) The award shall be released to the parties immediately following the payment of all outstanding charges of ADR Chambers for fees and disbursements relating to the arbitration.

12. **Interest**

12(1) On the basis of evidence presented, the arbitrator(s) may order simple or compound interest to be paid in an award.

13. **Costs**

13(1) The arbitrator(s) shall determine liability for costs and may apportion costs between the parties.

13(2) In awarding costs, the arbitrator(s) shall take into account the role of the parties concerning the conduct of the proceedings and the failure of any party to comply with these Rules or the orders of the arbitrator(s).

13(3) In the event the arbitrator(s) awards costs, the Award shall specify the amount of the fees and expenses so awarded or the method for the determination of those amounts.

13(4) Costs include:

- (a) the fees of the arbitrator(s) which shall be separately determined and stated for each member of the tribunal, together with reasonable travel and other expenses incurred by the tribunal;
- (b) the fees of any expert appointed by the arbitrator(s), including travel and other reasonable expenses incurred;
- (c) the legal and other expenses reasonably incurred in relation to the arbitration by a party determined by the arbitrator(s) to be entitled to recover such costs; and
- (d) the administration fees, and the expenses incurred by ADR Chambers for the conduct of the arbitration.

13(5) The liability of parties for the arbitrator'(s) fees and expenses is joint and several between the arbitrator(s) and the parties.

14. **Amendments and Corrections to the Award**

14(1) On the application of a party or on the arbitrator's own initiative, an arbitrator may amend an award to correct:

- (a) a clerical or typographical error,
- (b) an accidental error, slip, omission or similar mistake, or
- (c) an arithmetical error made in a computation.

14(2) An application by a party under 14(1) must be made within fifteen (15) days after the party is notified of the award.

15. **Termination of Arbitration**

15(1) Arbitration at ADR Chambers shall be terminated:

- (a) by agreement between the parties, or
- (b) if a settlement is reached during the arbitration between the parties.

16. Exclusion of Liability

- 16(1) ADR Chambers and its employees or agents, including the arbitrator(s) and the Co-ordinator, shall not be liable to any party for any act or omission howsoever arising in connection with any arbitration conducted by one of its members whether it causes loss or damage (other than personal injury or death) damage including economic, legal, commercial or otherwise.
- 16(2) It is a strict condition of entering into an agreement with ADR Chambers that the parties agree to this exclusion of liability which they agree they will consider with their legal advisers.

17. Deposit and Cancellation Fees

- 17(1) A deposit is required for each arbitration day booked with ADR Chambers. The deposit shall be applied against the account of final fees and disbursements rendered by ADR Chambers. The deposits are:

(a)	Oral hearing likely to last more than one day	£1,000
(b)	Oral hearing likely to last up to one day	£ 500
(c)	Papers-only arbitration	£ 250

(In addition all UK deposits are subject to VAT at 17.5% - rates for other jurisdictions are available on request.)

- 17(2) If an arbitration requiring a hearing is cancelled or settled prior to thirty (30) business days prior to the appointment, the deposit shall be returned to the party that paid it, less an administration fee as set out in Rule 18(5).
- 17(3) If an arbitration requiring a hearing is cancelled or settled within thirty (30) business days of the appointment, the deposit is subject to forfeit.
- 17(4) If an arbitration is cancelled or settled within thirty (30) business days prior to the appointment, ADR Chambers shall use its best efforts to make this appointment available to other parties. In the event that the appointment is re-booked by other parties, ADR Chambers shall refund the deposit for such days booked by others, less an administration fee set out in Rule 18(5). In the event that the appointment is not re-booked, the deposit shall be forfeited.
- 17(5) A notification of cancellation shall be in writing and addressed to the attention of the Co-ordinator of ADR Chambers. A notification of cancellation sent to ADR Chambers via facsimile or email must also be sent by mail signed by the relevant party.
- 17(6) The deposits for papers-only arbitrations which are booked then cancelled will be returned in full save for the administration fee set out in Rule 18(5).

18. Arbitration Fees

- 18(1) Rates and fees will vary in accordance with the seniority of the arbitrator and the scale of the case: individual rates will be agreed with the ADR Co-ordinator before the commencement of the hearing. Quotations are available from the Senior Clerk on **0845 083 3000**. Charges include all time spent in pre-arbitration hearings with parties, preparation time, attendance on the arbitration and preparation of the award. The following are examples but the parties must agree a specific rate with the Senior Clerk:
- (a) The typical highest daily rate for an exceptionally complex commercial or international arbitrations is around £5,000 plus VAT, disbursements and expenses or £500 per hour.
 - (b) A typical daily rate for a major arbitration is £4,000 plus VAT and disbursements and for a standard arbitration is between £2,500 and £3,500 plus VAT, disbursements and expenses. The hourly rate will be between £250 and £400 per hour plus VAT, disbursements and expenses.
 - (c) Rates for papers-only will vary according to the volume of paper: typically they are billed at £200 per hour plus VAT, disbursements and expenses.
- 18(2) If an arbitral panel includes one or more arbitrators who are not associated with ADR Chambers, then the parties must make their own fee arrangements with such Arbitrator(s).
- 18(3) All arbitrations are booked as full days with a minimum charge of six (6) hours per day, plus reading time.
- 18(4) The party booking an appointment for arbitration and its representative, shall be jointly and severally responsible for the payment of the account rendered by ADR Chambers in relation to an arbitration, unless the parties otherwise agree and advise ADR Chambers to the contrary, in writing, within seven (7) business days of booking the arbitration.
- 18(5) The administrative fee referred to in Rule 17(4) shall be £125.00 plus applicable VAT and any reasonably incurred disbursements and expenses.

19. Venue Expenses

19(1) Arbitrations held at the main offices of ADR Chambers are subject to a venue charge as follows:

London (Southampton Place): £300 to £500 per day plus VAT and expenses (such as victuals) for the use of facilities, depending upon the number of persons attending the arbitration and the size and number of rooms used.

Manchester (Deansgate): £200 to £400 per day plus VAT and expenses (such as victuals) for the use of facilities, depending upon the number of persons attending the arbitration and the size and number of rooms used.

Taunton (Blackbrook): £200 to £400 per day plus VAT and expenses (such as victuals) for the use of facilities, depending upon the number of persons attending the arbitration and the size and number of rooms used.

Paris (Avenue Foch): £300 to £500 per day plus VAT and expenses (such as victuals) for the use of facilities, depending upon the number of persons attending the arbitration and the size and number of rooms used.

19(2) Arbitrations held at the other premises used by ADR Chambers are subject to a venue charge as follows:

London (Inns of Court or Heathrow): £400 to £600 per day plus VAT and expenses (such as victuals) for the use of facilities, depending upon the number of persons attending the arbitration and the size and number of rooms used.

London (Sloane Square or Chiswick): £300 to £500 per day plus VAT and expenses (such as victuals) for the use of facilities, depending upon the number of persons attending the arbitration and the size and number of rooms used.

Cambridge (Fenners): £200 to £400 per day plus VAT and expenses (such as victuals) for the use of facilities, depending upon the number of persons attending the arbitration and the size and number of rooms used.

Provincial venues (32 locations): £200 to £400 per day plus VAT and expenses (such as victuals) for the use of facilities, depending upon the number of persons attending the arbitration and the size and number of rooms used.

19(3) The parties may wish to make their own arrangements for the venue of the arbitration and be responsible for any charges in connection therewith. If the ADR Chambers Co-ordinator makes the arrangements for an arbitration and the venue, other than at any of the offices of ADR Chambers, the Co-ordinator does so solely as an agent of the parties who are jointly and severally liable for the expenses incurred. Such expenses will be added as a disbursement to the ADR Chambers account.

20. Amendment

20(1) These Rules¹ shall become effective 1st September 2001 and remain in force until amended by ADR Chambers.

Jonathan Dingle
Managing Director
ADR Chambers (UK) Limited

1st September 2001

As at: Administration Centre
2, Heron Gate
Taunton TA1 2LP
United Kingdom

+44 (0) 845 083 3000

mail@adrchambers.co.uk
www.adrchambers.co.uk

¹ These Rules are copyright (c) ADR Chambers (UK) Limited 2001. All Rights Reserved. These rules may not be copied or reproduced save for academic use or by the parties in disputes to be arbitrated upon by an ADR Chambers arbitrator or their legal advisers save without the permission of ADR Chambers. Jonathan Dingle asserts the right to be known as the author of these rules.