

CLERKSROOM FAST TRACK ARBITRATION  
RULES

- 1) These Rules apply whenever the parties have agreed in writing to submit their dispute to arbitration to be determined in accordance with the Clerksroom Fast Track Arbitration Scheme.
- 2) The arbitration shall be determined in accordance with English Law seated in England.
- 3) Fees shall be agreed and payable by the parties in accordance with the appointed Arbitrators terms.
- 4) The parties shall each send to Clerksroom, by electronic means or otherwise, a notice in Form A requesting Clerksroom to appoint a sole arbitrator, and containing the following information:
  - a) The names and addresses of the parties to the dispute;
  - b) A statement that the parties have agreed to submit their dispute to final and binding arbitration in accordance with these Rules;
  - c) A copy of any arbitration agreement entered between the parties;
  - d) A short case statement of the nature and amount of the dispute and issues, setting out the claim, the defence and, if any, the counterclaim and defence to counterclaim;
  - e) A confidentiality statement;
  - f) An indication of their preferred means of communication.
- 5) The receipt of Form A completed and signed by both parties shall constitute the commencement of the arbitration in accordance with these Rules.
- 6) Within three working days following the receipt of Form A, Clerksroom shall appoint a suitable sole arbitrator and notify both parties in writing by electronic means or otherwise.
- 7) Unless the parties agree otherwise, the arbitrator shall be appointed by Clerksroom, in the absolute discretion of the Scheme administrator or his or her nominee, who may appoint any appropriate person as arbitrator including but not limited to any full or associate member of Clerksroom.
- 8) An arbitrator appointed pursuant to these Rules, whether by agreement or otherwise, shall have jurisdiction to determine his own jurisdiction, including in particular any question as to the existence or validity of the agreement to submit to arbitration and the extent to which any dispute falls within such agreement, and shall, subject to jurisdiction, determine all disputes between the parties arising under or in connection with the reference.
- 9) Unless the parties agree otherwise, an arbitrator appointed by these Rules shall have the following powers:

- a) The power to order in appropriate cases the consolidation of proceedings or concurrent hearings in the case of multi-party disputes in which the same arbitrator has been appointed and to give all such directions as to procedure as the interests of fairness, economy and expedition may require, in accordance with s.35 Arbitration Act 1996.
  - b) The power to make provisional awards pursuant to s.39 Arbitration Act 1996, including the power to order a party to provide security for the costs of the arbitration or the power to order an interim payment on account of the costs of the arbitration.
- 10) Unless the parties agree or the arbitrator orders otherwise, the timetable set out in the following Rules shall apply:
- a) Within one week of receipt of the notice of appointment of the arbitrator, the parties shall send to each other by simultaneous exchange, with copies to the arbitrator, the statements of all witnesses (including experts' reports, if any, upon which they rely, exhibiting copies of all documents relevant to the issues in dispute recorded in Form A.
  - b) Within three working days of the exchange of witness statements, either party may apply to the arbitrator for an order for disclosure of a specific document or documents not provided by the other party. Such application shall specify the document(s) sought and their relevance to the dispute or matter before the arbitrator. The other party shall within three working days of the application either disclose a copy or copies of the document(s) requested or provide the applicant and the arbitrator with his reasons for not doing so. The applicant shall reply to the arbitrator and the other party within two working days of receipt of such objection. The arbitrator shall rule on the issue on receipt of (or failing any) such reply.
  - c) There shall be no oral hearing in the arbitration proceedings unless the arbitrator in his absolute discretion requires oral hearings and/or requires the oral examination of any witness or expert. In the event that the arbitrator requires an oral hearing he may, if he thinks fit, order the provision of security for costs.
  - d) The parties shall exchange final submissions (and send copies to the arbitrator) within one week of the exchange of statements or, in the event of an application for an order for disclosure of a specific document(s), within three working days of receipt of the arbitrator's ruling.
  - e) The arbitrator shall make an award in writing providing reasons. The award on substantive issues shall be served on the parties within two weeks of the receipt of final submissions.
  - f) The arbitrator may, in his absolute discretion, take into account any evidence whether strictly admissible or not, and require the production of any document or the statement of any witness (whether sworn or otherwise).

- g) Within three working days of the receipt of the award on substantive issues, the parties shall simultaneously exchange and provide the arbitrator with written submissions on costs including costs schedules.
  - h) The arbitrator shall make and serve on the parties an award on costs within one week of receipt of submissions on costs.
- 11) The date of the award shall be taken to be the date of service upon the parties of the award as to costs, or if none, the date of the award on substantive issues.
- 12) Notwithstanding the above timetable, the arbitrator shall be entitled to withhold publication of the award or any part thereof pending payment of any fees agreed under Schedule A.
- 13) If any party shall fail to take any step in the arbitration required under these Rules or to comply with any order made by the arbitrator within the times stipulated, the arbitrator may in his absolute discretion:
- a) reduce any right to costs to which that party might otherwise be entitled;
  - b) deny that party the recovery of costs altogether;
  - c) strike out any claim, counterclaim or defence;
  - d) proceed to an award on such documents and evidence as may be before him, at such time as he or she may consider appropriate;
  - e) take any other measure he or she may think fit.
- 14) The award of the arbitrator shall be final and binding on the parties and by agreeing to these Rules the parties waive any right to any appeal or recourse to any court or judicial authority, subject to the provisions of the Arbitration Act 1996.

CLERKSROOM FAST TRACK ARBITRATION RULES  
FORM A

a) The parties to the dispute are:

*Name:*

*Address:*

*Telephone Number:*

*Email:*

*Fax:*

*Legal Representative:*

*Name:*

*Address:*

*Telephone Number:*

*Email:*

*Fax:*

*Legal Representative:*

b) I/We ..... hereby agree to submit the dispute summarised below to final and binding arbitration in accordance with the Clerksroom Fast Track Arbitration Rules.

c) My/Our preferred means of communication is.....

d) The nature/background of the referral is (*please attach a copy of any arbitration agreement entered into between the parties*):

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e) The Claim/Defence/Defence and Counterclaim (*please delete*) is for (*explain basis and amount of claim*):

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.....  
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f) The issues to be resolved are:

i) .....

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ii) .....

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iii) .....

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iv) .....

g) I/We hereby attach a copy of any arbitration agreement entered between the parties;

h) I/We hereby agree that this arbitration is private and confidential, that the proceedings including the award and any hearing are a private matter between the parties and the arbitrator, that the proceedings are confidential so that neither party is entitled to publish details of the case to third parties, and that any documents or information obtained or disclosed by virtue of this arbitration shall not be disclosed or used for any other purpose other than for the purposes of this arbitration, save with the consent of the other party, by order or leave of the court or as otherwise provided by law.

Signed:.....

Name:.....

Representative Capacity.....