



selborne chambers arbitration documents rules

preamble

The Selborne Chambers Arbitration – Documents Rules (“**the Documents Rules**”) are designed to provide an expeditious and cost-effective means of resolving disputes where the parties have agreed that an oral hearing is not necessary.

rule 1 commencement of arbitration

1. An arbitration under the Documents Rules shall be deemed to commence on the date on which the arbitrator gives written confirmation to the parties of his appointment.
2. For the purposes of this Rule 1(1), written confirmation may be by way of email.

rule 2 procedure

1. Within 14 days of the commencement of the arbitration, the claimant shall serve on the respondent: (i) a statement of claim; accompanied by (ii) copies of all documents on which he wishes to rely limited.
2. Within 14 days of service of the statement of claim, the respondent shall serve on the claimant: (i) a statement of defence and (if so advised) counterclaim; accompanied by (ii) copies of all documents on which he wishes to rely.
3. Within 14 days of service of a statement of defence and (if applicable) counterclaim, the claimant may (if so advised) serve on the respondent: (i) a statement of reply and (if applicable) defence to counterclaim; accompanied by (ii) copies of any further documents on which he wishes to rely.





rule 2
procedure

4. If the statement of reply contains a defence to counterclaim, the respondent may within 14 days of service thereof (if so advised) serve on the claimant: (i) a statement of reply to defence to counterclaim; accompanied by (ii) copies of any further documents on which he wishes to rely.
5. References to “document” includes witness statements, experts’ reports and anything in which information of any description is recorded.
6. Within 14 days of service of the final statement of case, the parties shall: (i) endeavour to agree a list of issues; and (ii) exchange written submissions.
7. Within 14 days of exchange of written submissions, the claimant shall provide the arbitrator with a bundle, paginated (continuously) throughout, and indexed with a description of each document and the page number. The bundle should be contained in up to three lever arch files, each limited to 350 single-sided pages of A4 paper. The contents of the bundle should be agreed where possible.
8. The arbitrator shall have the power to extend any of the time limits stipulated in this Rule. Any extension of time to the above time limits must be applied for before the expiration of the relevant time limit.
9. There shall be no disclosure of documents. However, if in the opinion of the arbitrator a party has failed to produce any relevant document(s), he may order the production of such document(s) and may indicate to the party to whom the order is directed that, if without adequate explanation he fails to produce the document(s), the arbitrator may proceed on the assumption that the content(s) of the document(s) do not favour that party.

rule 3
determination

1. The arbitrator shall determine the dispute solely on the basis of the statements of case, documents and written submissions submitted by the parties.





rule 3
determination

2. If, upon receipt of the bundle under Rule 2(7), the arbitrator forms the view (whether because of the complexity or value of the dispute or otherwise) that the dispute is not suitable for resolution using the Documents Rules, the parties shall be informed accordingly and the arbitration shall proceed no further, unless the parties agree that it shall continue in accordance with other directions to be agreed between them.
3. The arbitrator shall be entitled to proceed with the arbitration notwithstanding the failure or refusal of any party to comply with the Documents Rules or with the arbitrator's written orders or written directions. Such power shall extend to the arbitrator proceeding without the involvement of one or more parties, providing the arbitrator has given due written notice of his intention so to proceed

rule 4
general

The arbitrator may in exceptional circumstances depart from or vary the above provisions of Rules 2 and 3 at his entire discretion.

rule 5
the award

The arbitrator will make every effort to publish the award within one calendar month from the date when he has received the bundle under Rule 2(7).

rule 6
**documents
only fee**

1. References to "the Documents Only Fee" are to the fixed fee payable to the arbitrator in respect of his appointment, the writing of the award and the assessment of costs (if any). The Documents Only Fee does not include expenses for which the parties shall be jointly and severally liable, but which shall in the first instance be paid by the claimant on demand.
2. VAT shall be payable on the Documents Only Fee where applicable.
3. Payment of the Documents Only Fee within 14 days of the commencement of the arbitration shall be a condition precedent to the pursuit of proceedings under the Documents Rules. The arbitrator will not deliver an award to the parties except upon full payment of the Documents Only Fee.





rule 6
**documents
only fee**

4. The parties are jointly and severally liable to pay the Documents Only Fee.
5. For the avoidance of doubt, the Documents Only Fee is not refundable if the case is settled before an award is written. However, the Documents Only Fee will be refunded in the event that the arbitration does not proceed under Rule 3(2). In the event that the Documents Only Fee is so refunded, the arbitrator shall be entitled to charge on a reasonably appropriate basis for work done in considering the bundle; and any such charge will be deducted from the Documents Only Fee before it is refunded.
6. If there is any challenge to jurisdiction which, or which it is suggested falls to the arbitrator to resolve, the arbitrator shall be entitled to charge on a reasonably appropriate basis for such work, the parties being jointly and severally liable for his additional fees.
7. Nothing in this Rule affects any liability of a party to any other party to pay all or any of the costs of the arbitration under Rule 7 or any contractual right of an arbitrator to payment of his fees and expenses.

rule 7
cost of arbitration

1. References to the “costs of the arbitration” are to -
 - (a) the Documents Only Fee, and
 - (b) the legal or other costs of the parties.
2. The arbitrator may make an award allocating the costs of the arbitration as between the parties
3. The arbitrator shall award costs on the general principle that costs should follow the event except where it appears to the arbitrator that in the circumstances this is not appropriate in relation to the whole or part of the costs.

rule 8
right of appeal

An award made by the arbitrator pursuant to the Documents Rules is final and binding both on the parties and on any persons claiming through or under them.





rule 9
**immunity of
arbitrator**

The arbitrator is not liable for anything done or omitted in the discharge or purported discharge of his functions as arbitrator unless the act or omission is shown to have been in bad faith.

rule 10
confidentiality

1. The parties undertake as a general principle to keep confidential all awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority.
2. The deliberations of the arbitrator shall remain confidential, save as required by any applicable law.
3. The arbitrator and/or the parties shall not publish any award or any part of an award without the prior written consent of all parties and the arbitrator.

