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# selborne chambers arbitration model rules

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## preamble

Where any agreement, submission or reference provides for arbitration under the Selborne Chambers Arbitration – Model Rules (“**the Rules**”), the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules.

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## rule 1 commencement of arbitration

1. An arbitration under the 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.

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## rule 2 general duty of the arbitrator

1. The arbitrator shall -
  - (a) act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting his case and dealing with that of his opponent, and
  - (b) avoid unnecessary delay or expense, so as to provide a fair means for the resolution of the matters falling to be determined.
2. The arbitrator shall comply with that general duty in conducting the arbitral proceedings, in his decisions on matters of procedure and evidence and in the exercise of all other powers conferred on it.





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rule 3  
**general duty  
of the parties**

1. The parties shall do all things necessary for the proper and expeditious conduct of the arbitral proceedings.
2. This includes complying without delay with any determination of the arbitrator as to procedural or evidential matters.

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rule 4  
**seat of the  
arbitration**

Unless otherwise agreed in writing between the parties prior to the commencement of the arbitration, the juridical seat of the arbitration shall be England.

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rule 5  
**choice of law**

The arbitrator shall decide the dispute in accordance with the laws of England & Wales, unless and to the extent that the parties have agreed in writing on the application of other laws and such agreement is not prohibited by the law applicable at the juridical seat of the arbitration.

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rule 6  
**general  
powers of the  
arbitrator**

In addition to the powers specified in these Rules, the arbitrator shall have the power to take any other step or make any order or direction for the purpose of managing the proceedings.

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rule 7  
**communication  
between parties  
and the  
arbitrator**

1. Where the arbitrator sends any communication to one party, he shall send a copy to the other party at the same time.
2. Where a party sends any communication to the arbitrator, it shall be copied to the other party and be indicated to the arbitrator to have been so copied at the same time.





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rule 8  
**submission of  
statements of  
case**

1. In default of agreement between the parties or determination of the arbitrator, statements of case will be exchanged in accordance with the following timetable.
2. Within 14 days of written confirmation under Rule 1(1), the claimant shall serve a statement of claim which should include:
  - (a) A concise statement of the facts on which the claimant relies;
  - (b) A concise statement of the relief claimed; and
  - (c) If the claimant is seeking interest, a statement to that effect.
3. Within 14 days of service of the statement of claim, the respondent shall serve a statement of defence and (if so advised) counterclaim. In his statement of the defence, the respondent should state:
  - (a) Which of the allegations in the statement of claim he denies;
  - (b) Which allegations he is unable to admit or deny, but which he requires the claimant to prove; and
  - (c) Which of the allegations he admits.
4. Where the respondent denies an allegation:
  - (a) He must state his reasons for so doing; and
  - (b) If he intends to put forward a different version of events from that given by the claimant, he must state his own version.
5. The counterclaim (if any) should comply with the requirements of Rule 8(2).
6. Within 14 days of service of a statement of defence and (if applicable) counterclaim, the claimant may (if so advised) serve a statement of reply and (if applicable) defence to counterclaim.
7. If the statement of reply contains a defence to counterclaim, the respondent may within 14 days of service thereof (if so advised) serve a statement of reply to defence to counterclaim.





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rule 9  
**management of  
the proceedings**

1. As soon as practicable following completion of the submission of the statements of case under Rule 8, the arbitrator shall hold a preliminary meeting with the parties, in person or by other means, to discuss the procedures and directions that will be most appropriate and efficient for the proper and expeditious management of the proceedings.
2. To ensure continued and effective case management, the arbitrator, after consultation with the parties, may adopt further procedural measures or modify the procedural timetable decided upon at the preliminary meeting.

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rule 10  
**hearings**

1. The arbitrator shall, if either party so requests or he decides, hold a hearing for the presentation of evidence and/or oral submissions on the merits of the dispute, including any issue as to jurisdiction.
2. The arbitrator shall, after consultation with the parties, fix the date, time and place of meetings and hearings in the arbitration.
3. All meetings and hearings shall be in private.

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rule 11  
**witnesses**

1. The arbitrator may at any time require any party to give notice of the identity of witnesses he intends to call to give evidence.
2. The arbitrator may require the service or exchange of witness statements, affidavit evidence and of expert reports.
3. The arbitrator has discretion to allow, limit or refuse to allow the appearance of witnesses, whether witnesses of fact or expert witnesses.
4. The arbitrator may order witness statements or affidavit evidence to stand as evidence-in-chief.
5. A witness may be required by the arbitrator to testify under oath or affirmation.
6. Any witness who gives oral testimony at a hearing before the arbitrator may be questioned by each of the parties under the control of the arbitrator. The arbitrator may put questions at any stage of such testimony.





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rule 12  
**power to  
appoint experts,  
advisers or  
assessors**

1. The arbitrator may -
  - (a) appoint experts or advisers to report to him and the parties;
  - (b) appoint assessors to assist him on technical matters; and
  - (c) allow any such expert, adviser or assessor to attend the proceedings.
2. The parties shall be given a reasonable opportunity to comment on any information, opinion or advice offered by any such person.
3. The fees and expenses of an expert, legal adviser or assessor appointed by the arbitrator for which the arbitrator is liable are expenses of the arbitrator for the purposes of these Rules.

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rule 13  
**legal or other  
representation**

A party to arbitral proceedings may be represented in the proceedings by a lawyer or other person chosen by him.

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rule 14  
**powers of the  
arbitrator in case  
of default**

1. If the arbitrator is satisfied that there has been inordinate and inexcusable delay on the part of the claimant in pursuing his claim and that the delay -
  - (a) gives rise, or is likely to give rise, to a substantial risk that it is not possible to have a fair resolution of the issues in that claim, or
  - (b) has caused, or is likely to cause, serious prejudice to the respondent,

the arbitrator may make an award dismissing the claim.

2. If without showing sufficient cause a party -
  - (a) fails to attend or be represented at an oral hearing of which due notice was given, or
  - (b) where matters are to be dealt with in writing, fails after due notice to submit written evidence or make written submissions,

the arbitrator may continue the proceedings in the absence of that party or, as the case may be, without any written evidence or submissions on his behalf, and may make an award on the basis of the evidence before him.





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rule 14  
**powers of the  
arbitrator in case  
of default**

3. If without showing sufficient cause a party fails to comply with any order or directions of the arbitrator, the arbitrator may make a peremptory order to the same effect, prescribing such time for compliance with it as the arbitrator considers appropriate.
4. If a claimant fails to comply with a peremptory order of the arbitrator to provide security for costs, the arbitrator may make an award dismissing his claim.
5. If a party fails to comply with any other kind of peremptory order, then the arbitrator may do any of the following -
  - (a) direct that the party in default shall not be entitled to rely upon any allegation or material which was the subject matter of the order;
  - (b) draw such adverse inferences from the act of non-compliance as the circumstances justify;
  - (c) proceed to an award on the basis of such materials as have been properly provided to it;
  - (d) make such order as it thinks fit as to the payment of costs of the arbitration incurred in consequence of the non-compliance.

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rule 15  
**interim awards**

1. The arbitrator may, at the request of a party, grant interim measures.
2. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitrator orders a party, for example and without limitation, to -
  - (a) Maintain or restore the status quo pending determination of the dispute;
  - (b) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;
  - (c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or
  - (d) Preserve evidence that may be relevant and material to the resolution of the dispute.





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rule 15  
**interim awards**

3. The party requesting an interim measure under Rule 15(2)(a) to (c) shall satisfy the arbitrator that -
  - (a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
  - (b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitrator in making any subsequent determination.
4. With regard to a request for an interim measure under Rule 15(2)(d) the requirements in Rule 15(3)(a) and (b) shall apply only to the extent the arbitrator considers appropriate.
5. The arbitrator may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitrator's own initiative.
6. The arbitrator may require the party requesting an interim measure to provide appropriate security in connection with the measure.
7. The arbitrator may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.
8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitrator later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitrator may award such costs and damages at any point during the proceedings.
9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.





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rule 16  
**awards on  
different issues**

1. The arbitrator may make more than one award at different times on different aspects of the matters to be determined.
2. The arbitrator may, in particular, make an award relating –
  - (a) to an issue affecting the whole claim, or
  - (b) to a part only of the claims or cross-claims submitted to it for decision.
3. If the arbitrator does so, he shall specify in his award the issue, or the claim or part of a claim, which is the subject matter of the award.

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rule 17  
**remedies**

1. The arbitrator may make a declaration as to any matter to be determined in the proceedings.
2. The arbitrator may order the payment of a sum of money, in any currency.
3. The arbitrator has the same powers as the court -
  - (a) to order a party to do or refrain from doing anything;
  - (b) to order specific performance of a contract (other than a contract relating to land);
  - (c) to order the rectification, setting aside or cancellation of a deed or other document.

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rule 18  
**interest**

1. The arbitrator may award simple or compound interest from such dates, at such rates and with such rests as it considers meets the justice of the case -
  - (a) on the whole or part of any amount awarded by the arbitrator, in respect of any period up to the date of the award;
  - (b) on the whole or part of any amount claimed in the arbitration and outstanding at the commencement of the arbitral proceedings but paid before the award was made, in respect of any period up to the date of payment.







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rule 18  
**interest**

2. The arbitrator may award simple or compound interest from the date of the award (or any later date) until payment, at such rates and with such rests as it considers meets the justice of the case, on the outstanding amount of any award (including any award of interest under Rule 18(1) and any award as to costs).
3. References in this Rule to an amount awarded by the arbitrator include an amount payable in consequence of a declaratory award by the arbitrator.

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rule 19  
**settlement**

1. If during arbitral proceedings the parties settle the dispute, the following provisions apply.
2. The arbitrator shall terminate the substantive proceedings and, if so requested by the parties and not objected to by the arbitrator, shall record the settlement in the form of an agreed award.
3. An agreed award shall state that it is an award of the arbitrator and shall have the same status and effect as any other award on the merits of the case.
4. Rules 20 - 26 apply to an agreed award.
5. Unless the parties have also settled the matter of the payment of the costs of the arbitration, Rules 28 relating to costs continues to apply.

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rule 20  
**form of award**

1. The award shall be in writing signed by the arbitrator.
2. The award shall contain the reasons for the award unless it is an agreed award.
3. The award shall state the seat of the arbitration and the date when the award is made.





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rule 21  
**place where  
award treated as  
made**

Any award in the proceedings shall be treated as made in the juridical seat of the arbitration, regardless of where it was signed, despatched or delivered to any of the parties.

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rule 22  
**date of award**

1. The arbitrator may decide what is to be taken to be the date on which the award was made.
2. In the absence of any such decision, the date of the award shall be taken to be the date on which it is signed by the arbitrator.

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rule 23  
**notification of  
award**

1. The award shall be notified to the parties by service on them of copies of the award, which shall be done without delay after the award is made.
2. Nothing in this Rule affects Rule 24 (power to withhold award in case of non-payment).

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rule 24  
**power to  
withhold award**

The arbitrator may refuse to deliver an award to the parties except upon full payment of the fees and expenses of the arbitrator.

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rule 25  
**correction of  
award or  
additional award**

1. The arbitrator may on his own initiative or on the application of a party -
  - (a) correct an award so as to remove any clerical mistake or error arising from an accidental slip or omission or clarify or remove any ambiguity in the award, or
  - (b) make an additional award in respect of any claim (including a claim for interest or costs) which was presented to the arbitrator but was not dealt with in the award.
2. These powers shall not be exercised without first affording the other parties a reasonable opportunity to make representations to the arbitrator.





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rule 25  
**correction of  
award or  
additional award**

3. Any application for the exercise of those powers must be made within 28 days of the date of the award or such longer period as the parties may agree.
4. Any correction of an award shall be made within 28 days of the date the application was received by the arbitrator or, where the correction is made by the arbitrator on his own initiative, within 28 days of the date of the award or, in either case, such longer period as the parties may agree.
5. Any additional award shall be made within 56 days of the date of the original award or such longer period as the parties may agree.
6. Any correction of an award shall form part of the award.

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rule 26  
**effect of award**

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

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rule 27  
**joint and several  
liability of parties  
to arbitrator for  
fees and  
expenses**

1. The parties are jointly and severally liable to pay to the arbitrator his or her fees and expenses (if any).
2. 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 28 or any contractual right of an arbitrator to payment of his fees and expenses.
3. In this Rule references to the arbitrator include an arbitrator who has ceased to act

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rule 28  
**costs of the  
arbitration**

1. References in this Rule to the costs of the arbitration are to -
  - (a) the fees and expenses of the arbitrator, 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





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rule 28  
**costs of the  
arbitration**

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.

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rule 29  
**competence of  
arbitrator to rule  
on his own  
jurisdiction**

The arbitrator may rule on his own substantive jurisdiction, that is, as to -

- (a) whether there is a valid arbitration agreement,
- (b) whether the arbitral tribunal is properly constituted, and
- (c) what matters have been submitted to arbitration in accordance with the arbitration agreement.

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rule 30  
**objection to  
substantive  
jurisdiction of  
the arbitrator**

1. An objection that the arbitrator lacks substantive jurisdiction at the outset of the proceedings must be raised by a party not later than the time he takes the first step in the proceedings to contest the merits of any matter in relation to which he challenges the arbitrator's jurisdiction.
2. A party is not precluded from raising such an objection by the fact that he has appointed or participated in the appointment of an arbitrator.
3. Any objection during the course of the arbitral proceedings that the arbitral arbitrator is exceeding his substantive jurisdiction must be made as soon as possible after the matter alleged to be beyond his jurisdiction is raised.
4. The arbitrator may admit an objection later than the time specified in Rules 30(1) and 30(3) if he considers the delay justified.
5. Where an objection is duly taken to the arbitrator's substantive jurisdiction and the arbitrator has power to rule on his own jurisdiction, he may -
  - (a) rule on the matter in an award as to jurisdiction, or
  - (b) deal with the objection in his award on the merits.
6. Where the juridical seat of the arbitration is England, the arbitrator may in any case stay proceedings whilst an application is made to the court under section 32 of the Act (determination of preliminary point of jurisdiction).





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rule 31  
**loss of right to  
object**

1. If a party to the arbitral proceedings takes part, or continues to take part, in the proceedings without making, either forthwith or within such time as is allowed by the arbitration agreement or the arbitrator or by any provision of these Rules, any objection -
  - (a) that the arbitrator lacks substantive jurisdiction,
  - (b) that the proceedings have been improperly conducted,
  - (c) that there has been a failure to comply with the arbitration agreement or with any provision of this Part, or
  - (d) that there has been any other irregularity affecting the arbitrator or the proceedings,

he may not raise that objection later, before the arbitrator, unless he shows that, at the time he took part or continued to take part in the proceedings, he did not know and could not with reasonable diligence have discovered the grounds for the objection.

2. Where the arbitrator rules that he has substantive jurisdiction and a party to the arbitral proceedings who could have questioned that ruling -
  - (a) by any available arbitral process of appeal or review, or
  - (b) by challenging the award, does not do so, or does not do so within the time allowed by the arbitration agreement or any provision of these Rules,

he may not object later to the arbitrator's substantive jurisdiction on any ground which was the subject of that ruling.

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rule 32  
**immunity of  
arbitrator**

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

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rule 33  
**service of  
notices and  
documents**

1. A notice or other document may be served on a person by any effective means.
2. If a notice or other document is addressed, pre-paid and delivered by post -





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rule 33  
**service of  
notices and  
documents**

- (a) to the addressee's last known principal residence or, if he is or has been carrying on a trade, profession or business, his last known principal business address, or
- (b) where the addressee is a body corporate, to the body's registered or principal office,

it shall be treated as effectively served.

- 3. References in this Rule to a notice or other document include any form of communication in writing and references to giving or serving a notice or other document shall be construed accordingly.

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rule 34  
**periods of time**

- 1. Periods of time shall be reckoned in accordance with the following provisions.
- 2. Where the act is required to be done within a specified period after or from a specified date, the period begins immediately after that date.
- 3. Where the act is required to be done a specified number of clear days after a specified date, at least that number of days must intervene between the day on which the act is done and that date.
- 4. Where the period is a period of seven days or less which would include a Saturday, Sunday or a public holiday in the place where anything which has to be done within the period falls to be done, that day shall be excluded.
- 5. In relation to England and Wales or Northern Ireland, a "public holiday" means Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.

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rule 35  
**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.





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rule 35  
**confidentiality**

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.

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rule 36  
**general saving**

In all matters not expressly provided for in the Rules, the parties and the arbitrator shall act in the spirit of the Rules and make every effort to ensure that any award is enforceable at law.

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rule 37  
**definitions**

In these Rules -

- (a) “**the Act**” means the Arbitration Act 1996
- (b) “**arbitration agreement**” means an agreement to submit to arbitration present or future disputes or differences (whether contractual or not)
- (c) “**claimant**” unless the context otherwise requires, includes a counter-claimant, and related expressions shall be construed accordingly
- (d) “**court**” means, in relation to England and Wales, the High Court or the County Court
- (e) “**substantive jurisdiction**” in relation to the arbitrator refers to the matters specified in Rule 29, and references to the arbitrator exceeding his substantive jurisdiction shall be construed accordingly

