



selborne chambers arbitration

small claims rules

preamble

The Selborne Chambers Arbitration – Small Claims Rules (“**the Small Claims Rules**”) are designed to provide an expeditious and cost-effective means of resolving low value disputes. The Small Claims Rules are not suitable for use in cases which involve complex issues or require examination of a large number of witnesses. They shall apply to any case where:

- (a) the total amount in dispute (including any counterclaim) does not exceed £25,000, unless the parties agree that the Small Claims Rules shall not apply;
- (b) the total amount in dispute (including any counterclaim) exceeds £25,000, and both parties agree that the Small Claims Rules shall apply; or
- (c) there is no monetary claim, and both parties agree that the Small Claims Rules shall apply.

rule 1 commencement of arbitration

1. An arbitration under the Small Claims 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
procedure

1. Within 14 days of the commencement of the arbitration, the claimant shall serve on the respondent: (i) a statement of claim limited to 10 single-sided pages of A4 paper; accompanied by (ii) copies of all documents on which he wishes to rely limited to 100 single-sided pages of A4 paper.
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 limited to 10 single-sided pages of A4 paper; accompanied by (ii) copies of all documents on which he wishes to rely limited to 100 single-sided pages of A4 paper.
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 limited to 12 single-sided pages of A4 paper; accompanied by (ii) copies of any further documents on which he wishes to rely limited to 100 single-sided pages of A4 paper.
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 limited to 6 single-sided pages of A4 paper; accompanied by (ii) copies of any further documents on which he wishes to rely limited to 50 single-sided pages of A4 paper.
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 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 a single lever arch file. The bundle should include copies of all statements of case and documents on which the parties rely. The contents of the bundle should be agreed where possible. The claimant shall supply an identical bundle to the respondent.





rule 2
procedure

7. 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.
8. 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, after consultation with the parties, may determine the dispute:
 - (a) solely on the basis of the statements of case and documents submitted by the parties; or
 - (b) after holding an oral hearing.
2. An oral hearing under Rule 3(1)(b) shall not exceed one day's duration.
3. The arbitrator shall be entitled to proceed with the arbitration notwithstanding the failure or refusal of any party to comply with the Small Claims 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, in a documents-only case, from the date when he has received all relevant documents and submissions, or where there is an oral hearing, from the close of that hearing.

rule 6
small claim fees

1. References to “the Small Claims Fee” are to the fixed fee payable to the arbitrator in respect of his appointment, a hearing not exceeding one day (if required by the arbitrator pursuant to Rule 3(1)(b)), the writing of the award and the assessment of costs (if any). The Small Claims Fee does not include expenses, such as the hire of an arbitration room, 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 Small Claims Fee where applicable.
3. Payment of the Small Claims Fee within 14 days of the commencement of the arbitration shall be a condition precedent to the pursuit of proceedings under the Small Claims Rules. The arbitrator will not deliver an award to the parties except upon full payment of the Small Claims Fee.
4. The parties are jointly and severally liable to pay the Small Claims Fee.
5. For the avoidance of doubt, the Small Claims Fee is not refundable if the case is settled before an award is written.
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 the arbitration

1. References to the “costs of the arbitration” are to -
 - (a) the Small Claims 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.
4. Unless the parties otherwise agree, the amount which one party may be ordered to pay to the other in respect of the legal or other costs of the parties shall be assessed at a sum in the arbitrator’s absolute discretion up to £25,000.

rule 8
right of appeal

An award made by the arbitrator pursuant to the Small Claims 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 or her 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.

