



## Arbitration Rules Of The Singapore Chamber Of Maritime Arbitration

Where any agreement, submission or reference provides for arbitration under the Rules of the Singapore Chamber of Maritime Arbitration ("SCMA"), the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules, or such Rules as amended by SCMA where the amendments take effect before the commencement of the arbitration.

An arbitration or reference to arbitration made under these Rules shall be deemed to be an arbitration or reference under the International Arbitration Act (Cap 143A).

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## Arbitration Rules Of The Singapore Chamber Of Maritime Arbitration

### Rule 1

#### 1. Definitions

1.1. These Rules shall be referred to as "the SCMA Rules".

1.2. In these Rules:

"Registrar" means the Registrar or Assistant Registrar of the Singapore Chamber of Maritime Arbitration.

"Act" means the International Arbitration Act (Cap 143A) and any statutory re-enactment thereof.

"Chairman" means the Chairman of the Singapore Chamber of Maritime Arbitration.

"Chamber" means the Singapore Chamber of Maritime Arbitration.

"SCMA Panel" means the list of persons admitted to serve as arbitrators under these Rules."

"SCMA Small Claims Procedure" means the procedure for claims under the sum of US\$75,000 made under Rule 46.

"Tribunal" means either a sole arbitrator or all arbitrators when more than one is appointed.

### Rule 2

#### 2. Scope of Application

These Rules shall govern the arbitration save that, where any of these Rules is in conflict with a mandatory provision of the Act from which the parties cannot derogate, that provision shall prevail.

### Rule 3

#### 3. Notice, Calculation of Periods of Time

3.1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

3.2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

3.3. Without prejudice to the effectiveness of any other form of written communication, written

communication may be made by fax, email or any other means of electronic transmission effected to a number, address or site of a party.

3.4. The transmission is deemed to have been received on the day of transmission.

## **Rule 4**

### **4. Commencement of Arbitration**

4.1. Any party wishing to commence an arbitration under these Rules ("the Claimant") shall file with the Registrar and serve on the other party ("the Respondent"), a written Notice of Arbitration ("the Notice of Arbitration") which shall include the following:

- a. a request that the dispute be referred to arbitration;
- b. the names and addresses of the parties to the dispute;
- c. a reference to the arbitration clause or any separate arbitration agreement that is invoked;
- d. a reference to the contract out of, or in relation to, which the dispute arises;
- e. a brief statement describing the nature and circumstances of the dispute;
- f. the relief or remedy sought;
- g. a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and
- h. the name of the Claimant's nominated arbitrator.

4.2. A filing fee of US\$300 is payable at the time of filing the Notice of Arbitration.

For Template of Notice of Arbitration, click [here](#).

## **Rule 5**

### **5. Response by Respondent**

5.1. Within 14 days of receipt of the Notice of Arbitration, the Respondent shall file with the Registrar and serve on the Claimant, a Response including:

- a. a confirmation or denial of all or part of the claims;
- b. a brief statement of the nature and circumstances of any envisaged counterclaims;
- c. a comment in response to any proposals contained in the Notice of Arbitration; and
- d. the name of the Respondent's nominated arbitrator.

5.2. A filing fee of US\$300 is payable at the time of filing the Response.

## **Rule 6**

### **6. Filing of Case Statements**

- 6.1. Within 30 days after the filing of the Notice of Arbitration, the Claimant shall file with the Registrar and serve on the Respondent, a Statement of Claimant's Case.
- 6.2. Within 30 days after the Service of the Statement of Claimant's Case, the Respondent shall file with the Registrar and serve on the Claimant, a Statement of Respondent's Defence and Counterclaim (if any).
- 6.3. Within 30 days after the Service of the Statement of Respondent's Defence, if the Claimant intends to challenge anything in the Statement of Respondent's Defence and/or Counterclaim, the Claimant shall then file with the Registrar and serve on the Respondent, a Statement of Claimant's Reply and if necessary, Defence to Counterclaim.
- 6.4. No further case statements shall be filed without the leave of the Tribunal or if a Tribunal has not been appointed, the Registrar.
- 6.5. The Tribunal or if a Tribunal has not been appointed, the Registrar, may upon the written application of a party, extend the time limits provided under this Rule.

## **Rule 7**

### **7. Contents of Case Statements**

- 7.1. The case statements shall contain the fullest possible particulars of the party's claim, defence or counterclaim and shall thus contain a comprehensive statement of the facts and contentions of law supporting the party's position.
- 7.2. It shall thus:
  - a. set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations;
  - b. state fully its reasons for denying any allegation or statement of the other party; and
  - c. state fully its own version of events if a party intends to put forward a version of events different from that given by the other party.
- 7.3. A case statement shall be signed by or on behalf of the party making it.
- 7.4. Where a case statement exceeds 30 pages (A4 size paper double spacing), a synopsis of not more than 5 pages shall be attached.

## **Rule 8**

### **8. Default in Filing and Serving of Case Statements**

- 8.1. If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal, to submit its Statement of Case, the Tribunal may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances.

- 8.2. If the Respondent fails to submit a Statement of Respondent's Defence, the Tribunal may nevertheless proceed with the arbitration and make the award.

## **Rule 9**

### **9. Further Written Statements**

- 9.1. The Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for giving, filing and serving such statements.
- 9.2. All such further statements shall be given to the Tribunal, filed with the Registrar and served on the Claimant or Respondent, whichever is applicable.

## **Rule 10**

### **10. Chamber to Provide Assistance**

- 10.1. At the request of the Tribunal or either party, the Registrar will render such assistance as is required for the conduct of the arbitration, including arranging for facilities, suitable accommodation for sittings of the Tribunal, secretarial assistance or interpretation.
- 10.2. Any additional expense incurred or to be incurred for any such arrangements shall be borne by the parties.

## **Rule 11**

### **11. Appointment of Tribunal**

- 11.1. A sole Arbitrator shall be appointed unless the parties have agreed otherwise.
- 11.2. If a sole Arbitrator is to be appointed, the Chairman will appoint the Arbitrator to determine the dispute within 21 days following receipt of all the case statements. The Chairman is not bound to appoint any of the names nominated by the parties.
- 11.3. If 3 arbitrators are to be appointed, the name of the candidate proposed by each party in the Notice of Arbitration and the Response shall constitute the parties' nomination. If a party fails to make a nomination, the Chairman may proceed to appoint the arbitrator on its behalf. The third presiding arbitrator shall be appointed by the Chairman.
- 11.4. An arbitrator to be appointed under these Rules shall be a person on the SCMA Panel as at the date of the appointment.

## **Rule 12**

### **12. Multi-party Appointment of the Tribunal**

- 12.1. If there are more than 2 parties in the arbitration, the parties shall agree on the procedure for

appointing the Tribunal within 21 days of the receipt of the Notice of Arbitration.

- 12.2. If the parties are unable to do so, upon the lapse of the 21 day time period mentioned above, the Tribunal shall be appointed by the Chairman as soon as practicable.

### **Rule 13**

#### **13. Appointment of Substitute Arbitrator**

In the event of the death or resignation of any of the arbitrators, a substitute arbitrator shall be appointed by the same procedure as in Rule 11 by which the arbitrator concerned was appointed, failing which, the Chairman will make the appointment.

### **Rule 14**

#### **14. Independence and Impartiality of the Tribunal**

- 14.1. The Tribunal conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.
- 14.2. A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- 14.3. An arbitrator, once nominated or appointed, shall disclose any such circumstance referred to in Rule 14.2 to the Registrar and/or to all parties.

### **Rule 15**

#### **15. Challenge to the Arbitrators**

- 15.1. An arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence.
- 15.2. An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties.
- 15.3. A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.
- 15.4. A party who intends to challenge an arbitrator shall file with the Registrar and serve on the other party or all other parties, whichever is applicable, a Notice of Challenge.
- 15.5. The Notice of Challenge shall be filed and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 14.2 became known to that party.
- 15.6. The Notice of Challenge shall state the reasons for the challenge.
- 15.7. The arbitration shall be suspended until the challenge is resolved or decided upon.

15.8. When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 11 read with Rule 13, shall be used for the appointment of a substitute arbitrator.

## **Rule 16**

### **16. Decision on Challenge**

- 16.1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made by the Chairman.
- 16.2. If the Chairman sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an arbitrator as provided in Rule 11 read with Rule 13.
- 16.3. The Chairman's decision shall be final and shall not be subject to appeal.

## **Rule 17**

### **17. Replacement of the Tribunal**

- 17.1. In the event of death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Rule 11 read with Rule 13 that was applicable to the appointment of the arbitrator being replaced.
- 17.2. In the event that the Tribunal fails to act or in the event of the *de jure* or *de facto* impossibility of it performing its functions, the procedure in respect of the challenge and replacement of a Tribunal as provided in Rules 15 and 16 shall apply.

## **Rule 18**

### **18. Removal of the Tribunal**

- 18.1. The Chairman may, on the application of a party, remove an arbitrator:
  - a. who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or
  - b. who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award.
- 18.2. The arbitrator(s) concerned is entitled to appear and be heard at the hearing of the application to remove him.
- 18.3. Upon the removal of the arbitrator, a substitute arbitrator shall be appointed and Rule 11 read with Rule 13 similarly applies.



18.4. The Chairman's decision on the application is final and is not subject to appeal or review.

## **Rule 19**

### **19. Re-hearing in the Event of the Replacement of the Tribunal**

If the sole or presiding Arbitrator is replaced, there shall be a re-hearing. If any other arbitrator is replaced, such re-hearing may take place at the discretion of the Tribunal.

## **Rule 20**

### **20. Jurisdiction of the Tribunal**

20.1. In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules or any applicable statute for the time being in force, the Tribunal shall have jurisdiction to:

- a. rule on its own jurisdiction;
- b. determine any question of law arising in the arbitration;
- c. receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law;
- d. proceed in the arbitration and make an Award notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's written orders or written directions, or to exercise its right to present its case, but only after giving that party written notice that it intends to do so.

## **Rule 21**

### **21. Applicable law, *amiable compositeur***

21.1. The Tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

21.2. The Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised it to do so and if the law applicable to the arbitral procedure permits such arbitration.

21.3. In all cases, the Tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

## **Rule 22**

### **22. Transmission of File to the Tribunal**

22.1. The Registrar shall, as soon as practicable transmit to the Tribunal, a file containing the Notice of Arbitration, the Response and all case statements to the Tribunal.

22.2. The Tribunal shall as soon as practicable, after consultation with the parties, issue such orders and/or directions as are necessary for the conduct of the arbitration to conclusion, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

### **Rule 23**

#### **23. Juridical Seat of Arbitration**

23.1. The juridical seat of arbitration shall be Singapore.

23.2. An award made under these Rules shall be deemed to be an award made in Singapore.

### **Rule 24**

#### **24. Language of Arbitration**

24.1. Subject to any agreement by the parties, the Tribunal shall, within 7 days after its appointment, determine the language or languages to be used in the proceedings. In the absence of agreement or determination, the language shall be English.

24.2. This determination shall apply to the entire arbitration proceedings, including but not limited to, the Statement of Claimant's Case, the Statement of Respondent's Defence, and any further written statements or other communications.

24.3. The Tribunal, or if the Tribunal has not been established, the Registrar, may order a party to submit a translation if a document is drawn up in a language other than the language(s) of the arbitration without a translation.

### **Rule 25**

#### **25. Interpreters**

25.1. If required, one or both of the parties may appoint an interpreter with the leave of the Tribunal.

25.2. The interpreter shall be independent of both parties and the party appointing the interpreter shall pay for the interpreter's fees.

25.3. If the interpreter is appointed by both parties, the fees will be shared by both parties in such proportion as the Tribunal may determine.

### **Rule 26**

#### **26. Conduct of the Proceedings**

The Tribunal shall have the widest discretion allowed by the Act to ensure the just, expeditious, economical and final determination of the dispute.

## **Rule 27**

### **27. Communications between Parties and the Tribunal**

- 27.1. Where the Tribunal sends any written communication to one party, it shall send a copy of it to the other party or parties as the case may be.
- 27.2. Where a party sends any written communication (including statements, expert reports or evidentiary documents) to the Tribunal, the same shall be copied to the other party or all other parties, whichever is applicable, and show to the Tribunal that the same has been so copied.
- 27.3. The addresses of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Tribunal and the other party or parties, whichever is applicable.
- 27.4. All correspondence between the parties and the Tribunal shall be copied to or sent through the Registrar.

## **Rule 28**

### **28. Party Representatives**

Any party may be represented by persons of their choice, subject to such proof of authority as the Tribunal may require. The names and addresses of such representatives shall be notified to the other party or parties.

## **Rule 29**

### **29. Hearings**

- 29.1. Unless the parties have agreed on documents-only arbitration, the Tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.
- 29.2. The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitration, and shall give the parties reasonable notice thereof.
- 29.3. Prior to the hearing, the Tribunal may provide the parties with a list of matters or questions to which it wishes them to give special consideration.
- 29.4. In the event that a party to the proceedings without sufficient cause fails to appear at a hearing of which the notice has been given, the Tribunal may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove its case.
- 29.5. All meetings and hearings shall be in private unless the parties agree otherwise.

## **Rule 30**

### **30. Arbitration on Documents**

- 30.1. The dispute may be decided without an oral hearing if the Tribunal so decides or if it is so agreed by the parties.

30.2. If it is so agreed by the parties, the Tribunal shall be promptly informed by either of the parties, as soon as is practicable. The Tribunal shall also be promptly informed if, at a later stage, the parties or either of them intend to apply for an oral hearing.

## **Rule 31**

### **31. Witnesses**

- 31.1. The Tribunal may require each party to give notice of the names and designations of the witnesses he intends to call.
- 31.2. No party shall call any expert witness without the leave of the Tribunal.
- 31.3. Any witness who gives evidence may be questioned by each party or its representative subject to any rulings made by the Tribunal.
- 31.4. A witness may be required by the Tribunal to testify under oath or affirmation.
- 31.5. Subject to such order or direction which the Tribunal may make, the testimony of witnesses may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits.
- 31.6. Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether.
- 31.7. The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.

## **Rule 32**

### **32. Experts Appointed by the Tribunal**

- 32.1. Unless otherwise agreed by the parties, the Tribunal may:
  - a. appoint one or more experts to report to the Tribunal on specific issues;
  - b. require a party to give any such expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.
- 32.2. Unless otherwise agreed to by the parties, if a party so requests or if the Tribunal deems it fit, the expert shall, after delivery of his written or oral report, participate in a hearing, at which the parties may question him and to present expert witnesses in order to testify on the points at issue.
- 32.3. Rule 31.2 shall not apply to an assessor appointed by agreement of the parties, or to an expert appointed by the Tribunal to advise solely in relation to procedural matters.

### **Rule 33**

#### **33. Closure of Hearings**

- 33.1. The Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, declare the hearings closed.
- 33.2. The Tribunal may also, in view of exceptional circumstances, reopen the hearings at any time before the award is made.

### **Rule 34**

#### **34. Additional Powers of the Tribunal**

- 34.1. In addition to the powers conferred by the Act, the Tribunal shall also have the power to:
  - a. allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
  - b. extend or abbreviate any time limits provided by these Rules;
  - c. conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
  - d. order the parties to make any property or thing available for inspection;
  - e. order any parties to produce to the Tribunal, and to the other parties for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power which the Tribunal determines to be relevant;
  - f. make orders or give directions to any party for interrogatories;
  - g. make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory re-enactment thereof or such law which is applicable or these Rules.
- 34.2. If the parties so agree, the Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a single Final Award determining all disputes between them.

### **Rule 35**

#### **35. Decision Making by the Tribunal**

- 35.1. Where a Tribunal has been appointed, any direction, order, decision or award of the Tribunal shall be made by the whole Tribunal or by a majority. If an arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.
- 35.2. If there is no unanimity or majority, the same shall be made by the presiding arbitrator alone as if acting as a sole arbitrator.
- 35.3. However, in the case of a three-member Tribunal the presiding arbitrator may after consulting the other arbitrators, make procedural rulings alone.

## **Rule 36**

### **36. Deposits to Costs and Expenses**

- 36.1. The Tribunal's fees and the management fees of the Chamber shall be ascertained in accordance with the Schedule of Fees which is current at the time of commencement of arbitration.
- 36.2. The Claimant shall deposit with the Chamber one-half of the fees payable at the time of filing of the Statement of Case. A Respondent who is making a counterclaim shall also deposit with the Chamber one-half of the fees payable at the time of filing the Statement of Respondent's Defence and Counterclaim. The balance of fees payable shall be paid 21 days before the date of hearing or on such other date that the Registrar may direct.
- 36.3. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due a provisional estimate will be made by the Registrar. The fees will be adjusted in the light of such information as may subsequently become available. If the arbitration is settled or disposed of without a hearing, the amount of the management fee shall be finally determined by the Registrar, who will have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed of.
- 36.4. The Registrar may from time to time direct parties to make one or more deposit(s) towards any further expenses incurred or to be incurred on behalf of or for the benefit of the parties.
- 36.5. All deposit(s) shall be made to and held by the Chamber. Any interest which may accrue on such deposit(s) shall be retained by the Chamber.
- 36.6. If a party fails to make the payments or deposits required or directed, the Tribunal may refuse to hear the claims, counterclaims or defence, whichever is applicable, by the non-complying party, although it may proceed to determine claims, counterclaims or defence by any party who has complied with orders.
- 36.7. The parties shall remain jointly and severally liable to the Chamber for payment of all such fees and expenses until they have been paid in full even if the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.

## **Rule 37**

### **37. The Award**

- 37.1. Unless all parties agree otherwise, the Tribunal shall make its Award in writing within 45 days from the date on which the hearing is closed and shall state the reasons upon which its Award is based. The Award shall state its date and shall be signed by the Tribunal or a majority of the Tribunal.
- 37.2. The Tribunal may make interim awards or separate awards on different issues at different times.
- 37.3. All awards shall be issued through the Registrar.
- 37.4. The Tribunal shall deliver to the Registrar a number of originals of the Award sufficient for the

parties and for filing with the Registrar.

37.5. The Registrar shall release the Award to the parties only upon the full settlement of the fees and expenses due to the Chamber.

37.6. By agreeing to have arbitration under these Rules, the parties undertake to carry out the Award without delay.

## **Rule 38**

### **38. Currency and Interest**

38.1. The Tribunal may make an award in any currency as it considers just.

38.2. The Tribunal may award simple or compound interest on any sum awarded at such rate or rates and in respect of such period or periods ending not later than the date of the award as the Tribunal considers just.

## **Rule 39**

### **39. Additional Award**

39.1. Within 30 days after the receipt of the award, either party, with notice to the other party, may request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.

39.2. If the Tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall notify all the parties within 7 days of the receipt of the request, that it will make an additional award, and complete the additional award within 60 days after the receipt of the request.

## **Rule 40**

### **40. Correction of Awards and Additional Awards**

40.1. Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Tribunal request the Tribunal to correct in the Award, any errors in computation, any clerical or typographical errors or any errors of similar nature.

40.2. If the Tribunal considers the request to be justified, it shall make the correction(s) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.

40.3. The Tribunal may correct any error of the type referred to in Rule 40.1 on its own initiative within 30 days of the date of the Award.

## **Rule 41**

### **41. Settlement**

- 41.1. If, before the Award is made, the parties agree on a settlement of the dispute, the Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award.
- 41.2. The parties shall:
- a. notify the Tribunal and the Registrar immediately if the arbitration is settled or otherwise terminated;
  - b. make provision in any settlement for payment of all the costs of the arbitration and fees due to the Chamber and any expenses of the Tribunal.
- 41.3. If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 41.1, before the award is made, the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.
- 41.4. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the Tribunal, shall be communicated by the Tribunal to the parties.

## **Rule 42**

### **42. Costs**

- 42.1. The Tribunal shall specify in the final Award, the costs of the arbitration and decide which party shall bear them and in what proportion they shall be borne.
- 42.2. In this Rule, "costs of the arbitration" shall include:
- a. The fees of the Tribunal and the Chamber as determined by the Registrar in accordance with the Schedule of Fees;
  - b. The costs of expert advice or of other assistance rendered; and
  - c. All expenses which are reasonably incurred by the Chamber in connection with the arbitration.
- 42.3. The Tribunal has power to order in its Award, that all or part of the legal or other costs of one party shall be paid by the other party. Such costs shall, unless the award otherwise fixes or directs, be taxable by the Registrar.

## **Rule 43**

### **43. Waiver**

A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration



without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

## **Rule 44**

### **44. Confidentiality**

- 44.1. The parties and the Tribunal shall at all times treat all matters relating to the arbitration (including the existence of the arbitration) and the award as confidential. A party or any arbitrator shall not, without the prior written consent of the other party or the parties, as the case may be, disclose to a third party any such matter except:
- a. for the purpose of making an application to any competent court;
  - b. for the purpose of making an application to the courts of any State to enforce the award;
  - c. pursuant to the order of a court of competent jurisdiction;
  - d. in compliance with the provisions of the laws of any State which is binding on the party making the disclosure; or
  - e. in compliance with the request or requirement of any regulatory body or other authority which, if not binding nonetheless would be observed customarily by the party making the disclosure.
- 44.2. The Chamber may however publish any award made under these Rules in any form provided that the names or identities of the parties shall not be disclosed without the consent of all the parties.

## **Rule 45**

### **45. Exclusion of Liability**

- 45.1. The Tribunal, the Chairman, the Chamber and any of its officers, employees or agents shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, unless the act or omission is shown to have been in bad faith.
- 45.2. After the Award has been made and the possibilities of correction and additional Awards referred to in Rule 42 have lapsed or been exhausted, neither the Tribunal nor the Chairman shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any arbitrator or the Chairman or the Chamber a witness in any legal proceedings arising out of the arbitration.

## **Rule 46**

### **46. Small Claims Procedure**

#### Application

- 46.1. The expedited procedure set out in this Rule shall apply if the aggregate amount of the claim

and/or counterclaim in dispute is less than US\$75,000 or is unlikely to exceed US\$75,000.

- 46.2. This Rule may also apply to any claim in excess of US\$75,000 if the parties agree in writing that the claim shall be dealt with under this Rule.
- 46.3. This Rule shall not apply if the parties expressly agree that this Rule shall not apply to that arbitration.

#### Time Abridgment

- 46.4. For the purposes of service of case statements referred to in Rule 6, the time limit for each statement shall be reduced to 14 days.

#### Summary Determination

- 46.5. The Tribunal shall upon receipt of the file from the Registrar under Rule 22.1 proceed to give directions for the determination of the matters in issue summarily.
- 46.6. Unless the Tribunal so requires, there shall be no oral hearing. Oral hearing if so directed shall be held for arguments only and the Tribunal may allocate and limit the time for such hearing to a maximum of 2 days.
- 46.7. Unless the Tribunal requires the production of any document or class of documents it considers relevant for the determination of the matters in dispute, no party may seek any order for discovery, further particulars or interrogatories.
- 46.8. The Tribunal may draw such inferences from any document disclosed or not disclosed as the Tribunal deems appropriate.

#### Time for Making Award

- 46.9. The Tribunal shall issue the award within 21 days from the date of receipt of the file from the Registrar or if there be an oral hearing from the close of the oral hearing.
- 46.10. No reason need be given for an award made under this procedure.

#### Applicability of Rules

- 46.11. Save as expressly provided for or modified by this Rule, all other provisions of the Rules shall apply *mutatis mutandis* to arbitration under the procedure set out in this Rule.

### **Rule 47**

#### **47. Amendment to Rules**

These Rules may from time to time be amended by the Chairman acting on the advice of the SCMA Advisory Committee.