



**Standard Terms of Appointment  
(For Arbitrators, Pursuant to Rule 40 of the SCMA Rules, 4th Edition)  
1 January 2022**

**1. Purpose and Usage**

- 1.1 These Standard Terms of Appointment may be adopted or adapted and signed as provided for by the Arbitrator and the Parties, to signify their agreement to them.
- 1.2 In the absence of express agreement that any other terms of appointment between an Arbitrator and the Parties shall apply, these Standard Terms of Appointment shall be deemed to apply (even if unsigned by the Parties and the Arbitrator), by virtue of the Parties' agreement to arbitrate under the 4<sup>th</sup> Edition of the SCMA Rules, Rule 40.2 of those rules, and the Arbitrator's acceptance of appointment in the reference.

**2. Independence and Impartiality**

- 2.1 The Arbitrator appointed shall be, and remain at all times, independent and impartial, and shall not advocate for any Party.
- 2.2 The Parties confirm that they waive any possible objection to the appointment of the Arbitrator on the grounds of potential conflict of interest, lack of independence or impartiality in respect of matters known to them at the date of appointment.

**3. Arbitrator's Fees and Expenses**

- 3.1 The Parties shall be jointly and severally liable for all fees and expenses incurred by the Arbitrator in their discharging of duties under the SCMA Rules.
- 3.2 For disputes where the Expedited Procedure applies, the fee cap set out in the Schedule of Fees maintained by the Singapore Chamber of Maritime Arbitration shall prevail over paragraphs 3.3 to 3.6 below.
- 3.3 The Arbitrator may charge a reasonable appointment fee for accepting appointment under a reference.
- 3.4 The Arbitrator shall be remunerated by the Parties for work done in connection with the arbitration at such hourly and/or daily rates as agreed by the Arbitrator with their appointing party prior to appointment; or at such reasonable rate or rates as may subsequently be agreed or, in default of agreement, as determined by a Sole Arbitrator in accordance with clause 6 below.
- 3.5 Travel time shall be chargeable at half the hourly rate (if not working on the reference; otherwise work whilst travelling shall be charged at the hourly rates agreed).
- 3.6 Rates of remuneration agreed prior to appointment of the Arbitrator will apply for one year after the arbitration was commenced but may be reviewed by the Arbitrator after that time if the arbitration is continuing.

- 3.7 Unless cancelled by reason of the Arbitrator’s inability to attend a hearing, cancellation fees shall apply and be payable in relation to dates booked for hearing of the matter, in accordance with the following scale:

<b>Cancellation</b>	<b>Daily Rate x No. of Days</b>
On vacation of hearing dates less than 12 weeks before date fixed for commencement of hearing	30%
On vacation of hearing dates less than 4 weeks before date fixed for commencement of hearing	50%
On vacation of hearing dates on or after date for commencement of hearing	100%

- 3.8 Fees are payable free of any domestic or withholding taxes imposed by the authorities on any party or by authorities at the place of arbitration. Sales or service tax (VAT/GST) or other similar taxes or charges, where payable in accordance with the local laws, shall be borne by the Parties.
- 3.9 The Arbitrator shall be reimbursed in respect of all disbursements and charges incurred in connection with the arbitration (including but not limited to travel expenses, telephone, delivery including by courier, printing and photocopying; and the costs and expenses of any expert advice or other assistance). Travel expenses if incurred shall be based on:
- i) Flexible business class return airfare;
  - ii) Hotel expenses at business class hotels for duration of hearing plus 2-nights (if needed);
  - iii) Airport/hotel car transfer; and
  - iv) All other out-of-pocket expenses incurred in consequence of discharging the duties of the appointment.
- 3.10 The Arbitrator may bill for reimbursement of disbursements as and when they are incurred and may submit periodic invoices in respect of work done. Payments due to the Arbitrator may be made forthwith by drawdown from the deposits provided for in Clause 4 below. Invoices rendered by the Arbitrator shall, in any event be paid within 14 days of being rendered.
- 3.11 Expenses relating to administrative and support services engaged for the purposes of the arbitration, including but not limited to the cost of hearing rooms transcription, document management and display systems and any similar necessary services, shall be paid for and arranged by the Parties, in accordance with any directions given by the Arbitrator(s).

#### **4. Security for Arbitrator Fees**

- 4.1 Without derogation from the Tribunal’s powers under Rule 41 of the SCMA Rules 4<sup>th</sup> Edition, which Rule shall apply in full and prevail in case of any inconsistency between it and this clause 4:
- i) The Arbitrator shall be entitled at any time to require that the Parties establish a deposit for fees and expenses of the Tribunal in such amount as the Arbitrator may determine in the exercise of the power to do so under Rule 41. Such required deposits are to be paid (including in addition all fundholding charges) into the designated bank account of the SCMA to be held under the Terms of the SCMA Fundholding Agreement set forth in the relevant practice note to the SCMA Rules 4<sup>th</sup> Edition, effective at the date of the deposits required; or are to be paid and held under such other fundholding arrangement that the Arbitrator may direct or approve.
  - ii) The Arbitrator will review the adequacy of the deposits from time to time and may request the Parties to make supplementary deposits.
  - iii) The unused balance held on deposit at the end of the arbitration shall be returned to the parties as directed by the Arbitrator.

**5. Exclusion of Liability, Release and Indemnity:**

5.1 Without prejudice to or derogation from any applicable statutory immunity, each of the Parties agree that the Arbitrator, shall not be liable for:

- i) negligence in relation to anything done or omitted to be done in connection with this arbitration; and
- ii) any mistake of law, fact or procedure made during these arbitral proceedings or in the making of an award.

5.2 For the avoidance of doubt, the Parties agree not to hold the Arbitrator liable to any Party howsoever for any act or omission in connection with this arbitration and release the Arbitrator to the fullest extent permitted by law, except in the case of fraud.

5.3 The Parties shall, jointly and severally indemnify the Arbitrator from and against all claims, actions, suits, proceedings, disputes, differences, demands, costs, expenses and damages of any kind, excepting fraud by the Arbitrator, arising out of or in any way referable to any act or omission by the Arbitrator, in relation to or concerning the arbitral proceedings.

**6 Law and Jurisdiction:**

6.1 These terms shall be governed by the Law of Singapore. Any dispute arising out of or in connection with these terms shall be referred to arbitration in Singapore before a Sole Arbitrator agreed by the Parties; or, in default of agreement, appointed by the Chairman of the SCMA.

**If Signed by the Parties:**

<hr/> <b>Claimant</b>	<hr/> <b>Respondent</b>
<hr/> <b>Name of Authorized Signatory</b>	<hr/> <b>Name of Authorized Signatory</b>
<hr/> <b>Company / Firm</b>	<hr/> <b>Company / Firm</b>
<hr/> <b>Designation</b>	<hr/> <b>Designation</b>
<hr/> <b>Date</b>	<hr/> <b>Date</b>

**Signed by the Arbitrator:**

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**Arbitrator**

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**Date**

Place of arbitration as specified in the arbitration agreement or determined in accordance with the applicable law. Dated as above or if not signed and dated, deemed to be signed at the date of appointment of the Arbitrator.