



**THE CONSTRUCTION INDUSTRY
MODEL ARBITRATION RULES**

**FOR USE WITH
ARBITRATION AGREEMENTS UNDER
THE ARBITRATION ACT 1996**

FEBRUARY 1998

PREFACE

The Construction Industry Model Arbitration Rules are the result of extensive consultation with the industry over a period of some eighteen months. This edition of the Rules may be cited as "CIMAR 1998"

At the time of publication endorsement of the use of the Rules has been indicated by the following bodies:

- The Association of Consulting Engineers
- The British Institute of Architectural Technologists
- The British Property Federation
- The Chartered Institute of Arbitrators
- The Chartered Institute of Building
- The Chartered Institution of Building Services Engineers
- The Civil Engineering Contractors' Association
- Construction Confederation
- The Constructors Liaison Group
- The Institution of Mechanical Engineers
- The Institution of Electrical Engineers
- The Royal Institute of British Architects
- The Royal Institution of Chartered Surveyors
- The Specialist Engineering Contractors' Group

The Conditions of Contract Standing Joint Committee sponsored by:

- The Institution of Civil Engineers
- The Civil Engineering Contractors Association
- The Association of Consulting Engineers

has recommended to its sponsors that arbitration under the family of ICE Conditions should offer CIMAR in addition to the ICE Arbitration Procedure as one of its two options

The Joint Contracts Tribunal is publishing an edition of CIMAR incorporating advisory procedures for use with its standard form contracts and is issuing amendments to its contracts to incorporate these Rules.

The Institution of Chemical Engineers will be including a note to their Model Form Contracts that CIMAR may, by agreement between the parties, be used as an alternative to the IChemE Arbitration Rules.

ACKNOWLEDGEMENTS

The Society of Construction Arbitrators acknowledges the contribution of all who have assisted the Society in the production of these Rules. In particular the Society acknowledges the involvement of the Chartered Institute of Arbitrators and Miss Elizabeth Dawson. It also acknowledges the financial assistance given by the Royal Institution of Chartered Surveyors.

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SCOTLAND

Users should note that these Rules are not intended for use under Scots law.

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THE CONSTRUCTION INDUSTRY

MODEL ARBITRATION RULES

RULE 1: OBJECTIVE AND APPLICATION

- 1.1** These Rules are to be read consistently with the Arbitration Act 1996 (the Act), with common expressions having the same meaning. Appendix 1 contains definitions of terms. Section numbers given in these Rules are references to the Act.
- 1.2** The objective of the Rules is to provide for the fair, impartial, speedy, cost-effective and binding resolution of construction disputes, with each party having a reasonable opportunity to put his case and to deal with that of his opponent. The parties and the arbitrator are to do all things necessary to achieve this objective: see Sections 1 (General principles), 33 (General duty of the tribunal) and 40 (General duty of parties).
- 1.3** After an arbitrator has been appointed under these Rules, the parties may not, without the agreement of the arbitrator, amend the Rules or impose procedures in conflict with them.
- 1.4** The arbitrator has all the powers and is subject to all the duties under the Act except where expressly modified by the Rules.
- 1.5** Sections of the Act which need to be read with the Rules are printed with the text. Other Sections referred to are printed in Appendix II.
- 1.6** These Rules apply where:
- (a) a single arbitrator is to be appointed, and
 - (b) the seat of the arbitration is in England and Wales or Northern Ireland.

- 1.7** These Rules do not exclude the powers of the Court in respect of arbitral proceedings, nor any agreement between the parties concerning those powers.

Links to Relevant Sections of the 1996 Arbitration Act

- Section 1
- Section 32
- Section 33
- Section 40
- Section 45

RULE 2: BEGINNING AND APPOINTMENT

- 2.1** Arbitral proceedings are begun in respect of a dispute when one party serves on the other a written notice of arbitration identifying the dispute and requiring him to agree to the appointment of an arbitrator: but see Rule 3.6 and Section 13 (Application of Limitation Acts).
- 2.2** The party serving notice of arbitration should name any persons he proposes as arbitrator with the notice or separately. The other party should respond and may propose other names.
- 2.3** If the parties fail to agree on the name of an arbitrator within 14 days (or any agreed extension) after:
- (i) the notice of arbitration is served, or
 - (ii) a previously appointed arbitrator ceases to hold office for any reason,
- either party may apply for the appointment of an arbitrator to the person so empowered.
- 2.4** In the event of a failure in the procedure for the appointment of an arbitrator under Rule 2.3 and in the absence of agreement, Section 18 (Failure of appointment procedure) applies. In this event the court shall seek to achieve the objectives in Rules 2.6 to 2.8.

2.5 The arbitrator’s appointment takes effect upon his agreement to act or his appointment under Rule 2.3, whether or not his terms have been accepted.

2.6 Where two or more related arbitral proceedings on the same project fall under separate arbitration agreements (whether or not between the same parties) any person who is required to appoint an arbitrator must give due consideration as to whether

- (i) the same arbitrator, or
- (ii) a different arbitrator

should be appointed in respect of those arbitral proceedings and should appoint the same arbitrator unless sufficient grounds are shown for not doing so.

2.7 Where different persons are required to appoint an arbitrator in relation to arbitral proceedings covered by Rule 2.6, due consideration includes consulting with every other such person. Where an arbitrator has already been appointed in relation to one such arbitral proceeding, due consideration includes considering the appointment of that arbitrator.

2.8 As between any two or more persons who are required to appoint, the obligation to give due consideration under Rules 2.6 or 2.7 may be discharged by making arrangements for some other person or body to make the appointment in relation to disputes covered by Rule 2.6.

2.9 The provisions in Rules 2 and 3 concerning related arbitral proceedings and disputes and joinder apply in addition to other such provisions contained in any contract between the parties in question.

Links to Relevant Sections of the 1996 Arbitration Act

- Section 13
- Section 18

RULE 3: JOINDER

3.1 A notice of arbitration may include two or more disputes if they fall under the same arbitration agreement.

3.2 A party served with a notice of arbitration may, at any time before an arbitrator is appointed, himself give a notice of arbitration in respect of any other disputes which fall under the same arbitration agreement and those other disputes shall be consolidated with the arbitral proceedings.

3.3 After an arbitrator has been appointed, either party may give a further notice of arbitration to the other and to the arbitrator referring any other dispute which falls under the same arbitration agreement to those arbitral proceedings. If the other party does not consent to the other dispute being so referred, the arbitrator may, as he considers appropriate, order either:

- (i) that the other dispute should be referred to and consolidated with the same arbitral proceedings, or
- (ii) that the other dispute should not be so referred.

3.4 If the arbitrator makes an order under Rule 3.3(ii), Rules 2.3 and 2.4 then apply.

3.5 In relation to a notice of arbitration in respect of any other dispute under Rules 3.2 or 3.3, the arbitrator is empowered to:

- (i) decide any matter which may be a condition precedent to bringing the other dispute before the arbitrator;
- (ii) abrogate any condition precedent to the bringing of arbitral proceedings in respect of the other dispute.

3.6 Arbitral proceedings in respect of any other dispute are begun when the notice of arbitration for that other dispute is served: see Section 13 (Application of Limitation Acts).

3.7 Where the same arbitrator is appointed in two or more related arbitral proceedings on the same project each of which involves some common issue, whether or not involving the same parties, the arbitrator may, if he considers it appropriate, order the concurrent hearing of any two or more such proceedings or of any claim or issue arising in such proceedings: see Section 35 and see also Rule 2.9.

3.8 If the arbitrator orders concurrent hearings he may give such other directions as are necessary or desirable for the purpose of such hearings but shall, unless the parties otherwise agree, deliver separate awards in each of such proceedings, see also Rule 2.9.

3.9 Where the same arbitrator is appointed in two or more arbitral proceedings each of which involves some common issue, whether or not involving the same parties, the arbitrator may, if all the parties so agree, order that any two or more such proceedings shall be consolidated.

- 3.10** If the arbitrator orders the consolidation of two or more arbitral proceedings he may give such other directions as are appropriate for the purpose of such consolidated proceedings and shall, unless the parties otherwise agree, deliver a single award which shall be final and binding on all the parties to the consolidated proceedings.
- 3.11** Where an arbitrator has ordered concurrent hearings or consolidation under the foregoing rules he may at any time revoke any orders so made and may give such further orders or directions as are appropriate for the separate hearing and determination of the matters in issue.
- 3.12** Where two or more arbitral proceedings are ordered to be heard concurrently or to be consolidated, the arbitrator may exercise any or all of the powers in these Rules either separately or jointly in relation to the proceedings to which such order relates.

Links to Relevant Sections of the 1996 Arbitration Act

- Section 13
- Section 35

RULE 4: PARTICULAR POWERS

- 4.1** The arbitrator has the power set out in Section 30 (1) (Competence of the tribunal to rule on its own jurisdiction). This includes power to rule on what matters have been submitted to arbitration.
- 4.2** The arbitrator has the powers set out in Section 37 (1) (Power to appoint experts, legal advisers or assessors). This includes power to :
- (i) appoint experts or legal advisers to report to him and to the parties;
 - (ii) appoint assessors to assist him on technical matters.
- 4.3** The arbitrator has the powers set out in Section 38 (4) to (6) (General powers exercisable by the tribunal). This includes power to give directions for:
- (a) the inspection, photographing, preservation, custody or detention of property by the arbitrator, an expert or a party;
 - (b) ordering samples to be taken from, or any observation be made of or experiment conducted upon, property;
 - (c) a party or witness to be examined on oath or affirmation and to administer any necessary oath or take any necessary affirmation;
 - (d) the preservation for the purposes of the proceedings of any evidence in the custody or control of a party.

- 4.4** The arbitrator may order the preservation of any work, goods or materials even though they form part of work which is continuing.
- 4.5** The arbitrator may direct the manner in which, by whom and when any test or experiment is to be carried out. The arbitrator may himself observe any test or experiment and in the absence of one or both parties provided that they have the opportunity to be present.
- 4.6** The arbitrator may order a claimant to give security for the whole or part of the costs likely to be incurred by his opponent in defending a claim if satisfied that the claimant is unlikely to be able to pay those costs if the claim is unsuccessful. In exercising this power, the arbitrator shall consider all the circumstances including the strength of the claim and any defence, and the stage at which the application is made. This power is subject to Section 38 (3).
- 4.7** The arbitrator may give reasons for any decision under Rule 4.6 if the parties so request and the arbitrator considers it appropriate.
- 4.8** The arbitrator has the power to order a claimant to give security for the arbitrator's costs: see Section 38(3).
- 4.9** If, without showing sufficient cause, a claimant fails to comply with an order for security for costs under Rule 4.6, the arbitrator may make a peremptory order to the same effect prescribing such time for compliance as he considers appropriate. If the peremptory order is not complied with, the arbitrator may make an award dismissing the claim: see Rules 11.4 and 11.6.

Links to Relevant Sections of the 1996 Arbitration Act

- Section 30
- Section 37
- Section 38

RULE 5: PROCEDURE AND EVIDENCE

- 5.1** Subject to these Rules, the arbitrator shall decide all procedural and evidential matters including those set out in Section 34 (2) (Procedural and evidential matters), subject to the right of the parties to agree any matter. This includes the power to direct:
- (a) when and where any part of the proceedings is to be held;
 - (b) the languages to be used in the proceedings and whether translations are to be supplied;
 - (c) the use of written statements and the extent to which they can be later amended.

5.2 The arbitrator shall determine which documents or classes of documents should be disclosed between and produced by the parties and at what stage.

5.3 Whether or not there are oral proceedings the arbitrator may determine the manner in which the parties and their witnesses are to be examined.

5.4 The arbitrator is not bound by the strict rules of evidence and shall determine the admissibility, relevance or weight of any material sought to be tendered on any matters of fact or opinion by any party.

5.5 The arbitrator may himself take the initiative in ascertaining the facts and the law.

5.6 The arbitrator may fix the time within which any order or direction is to be complied with and may extend or reduce the time at any stage.

5.7 In any of the following cases:

- (a) an application for security for costs;
- (b) an application to strike out for want of prosecution;
- (c) an application for an order for provisional relief;
- (d) any other instance where he considers it appropriate,

the arbitrator shall require that evidence be put on affidavit or that some other formal record of the evidence be made.

Links to Relevant Sections of the 1996 Arbitration Act

● Section 34

RULE 6: FORM OF PROCEDURE AND DIRECTIONS

6.1 As soon as he is appointed the arbitrator must consider the form of procedure which is most appropriate to the dispute: see Section 33 (General duty of the tribunal).

6.2 For this purpose the parties shall, as soon as practicable after the arbitrator is appointed, provide to each other and to the arbitrator:

- (a) a note stating the nature of the dispute with an estimate of the amounts in issue;
- (b) a view as to the need for and length of any hearing;
- (c) proposals as to the form of procedure appropriate to the dispute.

6.3 The arbitrator shall convene a procedural meeting with the parties or their representatives at which, having regard to any information that may have been submitted under Rule 6.2, he shall give a direction as to the procedure to be followed. The direction may:

- (a) adopt the procedure in Rules 7, 8 or 9;
- (b) adopt any part of one or more of these procedures;
- (c) adopt any other procedure which he considers to be appropriate;
- (d) impose time limits

and may be varied or amended by the arbitrator from time to time.

6.4 The arbitrator shall give such directions as he considers appropriate in accordance with the procedure adopted. He shall also give such other directions under these Rules as he considers appropriate: see particularly Rules 4, 5 and 13.4.

6.5 In deciding what directions are appropriate the arbitrator shall have regard to any advisory procedure and give effect to any supplementary procedure issued for use under any contract to which the dispute relates.

6.6 The matters under Rules 6.3 and 6.4 may be dealt with without a meeting if the parties so agree and the arbitrator considers a meeting to be unnecessary.

Links to Relevant Sections of the 1996 Arbitration Act

● Section 33

RULE 7: SHORT HEARING

7.1 This procedure is appropriate where the matters in dispute are to be determined principally by the arbitrator inspecting work, materials, machinery or the like.

7.2 The parties shall, either at the same time or in sequence as the arbitrator may direct, submit written statements of their cases, including any documents and statements of witnesses relied on.

7.3 There shall be a hearing of not more than one day at which each party will have a reasonable opportunity to address the matters in dispute. The arbitrator's inspection may take place before or after the hearing or may be combined with it. The parties may agree to extend the hearing.

7.4 The arbitrator may form his own opinion on the matters in dispute and need not inform the parties of his opinion before delivering his award.

7.5 Either party may adduce expert evidence but may recover any costs so incurred only if the arbitrator decides that such evidence was necessary for coming to his decision.

7.6 The arbitrator shall make his award within one month of the last of the foregoing steps or within such further time as he may require and notify to the parties.

7.6 The recovery of costs is subject to Rule 13.4: see Section 65 (Power to limit recoverable costs).

Links to Relevant Sections of the 1996 Arbitration Act

● Section 65

RULE 8: DOCUMENTS ONLY

8.1 This procedure is appropriate where there is to be no hearing, for instance, because the issues do not require oral evidence, or because the sums in dispute do not warrant the cost of a hearing.

8.2 The parties shall, either at the same time or in sequence as the arbitrator may direct, submit written statements of their cases including:

- (a) an account of the relevant facts or opinions relied on;
- (b) statements of witnesses concerning those facts or opinions, signed or otherwise confirmed by the witness;
- (c) the remedy or relief sought, for instance, a sum of money with interest.

8.3 Each party may submit a statement in reply to that of the other party.

8.4 After reading the parties' written statements, the arbitrator may:

- (a) put questions to or request a further written statement from either party;
- (b) direct that there be a hearing of not more than one day at which he may put questions to the parties or to any witness. In this event the parties will also have a reasonable opportunity to comment on any additional information given to the arbitrator.

8.5 The arbitrator shall make his award within one month of the last of the foregoing steps, or within such further time as he may require and notify to the parties.

8.6 The recovery of costs is subject to Rule 13.4: see Section 65 (Power to limit recoverable costs).

Links to Relevant Sections of the 1996 Arbitration Act

● Section 65

RULE 9: FULL PROCEDURE

9.1 Where neither the Documents Only nor the Short Procedure is appropriate, the Full Procedure should be adopted, subject to such modification as is appropriate to the particular matters in issue.

9.2 The parties shall exchange statements of claim and defence in accordance with the following guidelines:

- (a) each statement should contain the facts and matters of opinion which are intended to be established by evidence and may include a statement of any relevant point of law which will be contended for;
- (b) a statement should contain sufficient particulars to enable the other party to answer each allegation without recourse to general denials;
- (c) a statement may include or refer to evidence to be adduced if this will assist in defining the issues to be determined;
- (d) the reliefs or remedies sought, for instance, specific monetary losses, must be stated in such a way that they can be answered or admitted;
- (e) all statements should adopt a common system of numbering or identification of sections to facilitate analysis of issues. Particulars given in schedule form should anticipate the need to incorporate replies.

9.3 The arbitrator may permit or direct the parties at any stage to amend, expand, summarise or reproduce in some other format any of the statements of claim or defence so as to identify the matters essentially in dispute, including preparing a list of the matters in issue.

9.4 The arbitrator should give detailed directions, with times or dates for all steps in the proceedings including:

- (a) further statements or particulars required;
- (b) disclosure and production of documents between the parties: see Rule 5.2;
- (c) service of statements of witnesses of fact;

- (d) the number of experts and service of their reports;
- (e) meetings between experts and/or other persons;
- (f) arrangements for any hearing.

9.5 The arbitrator should fix the length of each hearing including the time which will be available to each party to present its case and answer that of its opponent.

9.6 The arbitrator may at any time order the following to be delivered to him and to the other party in writing:

- (a) any submission or speech by an advocate;
- (b) questions intended to be put to any witness;
- (c) answers by any witness to identified questions.

RULE 10: PROVISIONAL RELIEF

10.1 The arbitrator has power to order the following relief on a provisional basis: see Section 39 (Power to make provisional awards)

- (a) payment of a reasonable proportion of the sum which is likely to be awarded finally in respect of the claims to which the payment relates, after taking account of any defence or counterclaim that may be available;
- (b) payment of a sum on account of any costs of the arbitration, including costs relating to an order under this Rule;
- (c) any other relief claimed in the arbitral proceedings.

10.2 The arbitrator may exercise the powers under this Rule after application by a party or of his own motion after giving due notice to the parties.

10.3 An order for provisional relief under this Rule must be based on formal evidence: see Rule 5.7. The arbitrator may give such reasons for his order as he thinks appropriate.

10.4 The arbitrator may order any money or property which is the subject of an order for provisional relief to be paid to or delivered to a stakeholder on such terms as he considers appropriate.

10.5 An order for provisional relief is subject to the final adjudication of the arbitrator who makes it, or of any arbitrator who subsequently has jurisdiction over the dispute to which it relates.

Links to Relevant Sections of the 1996 Arbitration Act

- Section 39

RULE 11: DEFAULT POWERS AND SANCTIONS

11.1 The arbitrator has the power set out in Section 41 (3) (Powers of tribunal in case of party's default) to make an award dismissing a claim.

11.2 The arbitrator has the power set out in Section 41 (4) to proceed in the absence of a party or without any written evidence or submission from a party.

11.3 The arbitrator may by any order direct that if a party fails to comply with that order he will:

- (a) refuse to allow the party in default to rely on any allegation or material which was the subject of the order;
- (b) draw such adverse inferences from the act of non-compliance as the circumstances justify;

and may, if that party fails to comply without showing sufficient cause, refuse to allow such reliance or draw such adverse inferences and may proceed to make an award on the basis of such materials as have been properly provided, and may make any order as to costs in consequence of such non-compliance.

11.4 In addition to his power under Rule 11.3 the arbitrator has the powers set out in Section 41 (5), (6) and (7) (peremptory orders).

11.5 An application to the court for an order requiring a party to comply with a peremptory order may be made only by or with the permission of the arbitrator: see Section 42 (2) (Enforcement of peremptory orders of tribunal).

11.6 An application to dismiss a claim for inordinate and inexcusable delay or failure to comply with a peremptory order to provide security for costs must be based on formal evidence: see Rule 5.7. Where a claim is dismissed on such a ground, the claim shall be barred and may not be re-arbitrated.

Links to Relevant Sections of the 1996 Arbitration Act

- Section 41
- Section 42

RULE 12: AWARDS AND REMEDIES

- 12.1** The arbitrator has the powers set out in Section 47 (Awards on different issues, &c).
- 12.2** Where the arbitrator directs or the parties agree to a hearing dealing with part of a dispute, then whether or not there is any agreement between the parties as to such matters, the arbitrator may do any of the following:
- (a) decide what are the issues or questions to be determined;
 - (b) decide whether or not to give an award on part of the claims submitted;
 - (c) make an order for provisional relief: but see Rule 10.2.
- 12.3** At the conclusion of a hearing, where the arbitrator is to deliver an award he shall inform the parties of the target date for its delivery. The arbitrator must take all possible steps to complete the award by that date and inform the parties of any reason which prevents him doing so. The award shall not deal with the allocation of costs and/or interest unless the parties have been given an opportunity to address these issues.
- 12.4** An award shall be in writing, dated and signed by the arbitrator. The award must comply with any other requirements of the contract under which it is given. Section 58 (Effect of award) applies but see Rule 10.
- 12.5** An award should contain sufficient reasons to show why the arbitrator has reached the decisions contained in it unless the parties otherwise agree or the award is agreed.
- 12.6** The arbitrator has the powers set out in Section 48 (3), (4) and (5) (Remedies).
- 12.7** Where an award orders that a party should do some act, for instance carry out specified work, the arbitrator has the power to supervise the performance or, if he thinks it appropriate, to appoint (and to reappoint as may be necessary) a suitable person so to supervise and to fix the terms of his engagement and retains all powers necessary to ensure compliance with the award.
- 12.8** The arbitrator has the powers set out in Section 49 (3) and (4) (Interest). This is in addition to any power to award contractual interest.

12.9 The arbitrator has the powers set out in Section 57 (3) to (6) (Correction of award or additional award) which are to be exercised subject to the time limits stated.

12.10 The arbitrator may notify an award or any part of an award to the parties as a draft or proposal. In such case unless the arbitrator otherwise directs no further evidence shall be admitted and the arbitrator shall consider only such comments of the parties as are notified to him within such time as he may specify and thereafter the arbitrator shall issue the award.

12.11 Where an award is made and there remains outstanding a claim by the other party, the arbitrator may order that the whole or part of the amount of the award be paid to a stakeholder on such terms as he considers appropriate.

Links to Relevant Sections of the 1996 Arbitration Act

- Section 47
- Section 48
- Section 49
- Section 57
- Section 58

RULE 13: COSTS

13.1 The general principle is that costs should be borne by the losing party: see Section 61 (Award of costs). Subject to any agreement between the parties, the arbitrator has the widest discretion in awarding which party should bear what proportion of the costs of the arbitration.

13.2 In allocating costs the arbitrator shall have regard to all material circumstances, including such of the following as may be relevant:

- (a) which of the claims has led to the incurring of substantial costs and whether they were successful;
- (b) whether any claim which has succeeded was unreasonably exaggerated;
- (c) the conduct of the party who succeeded on any claim and any concession made by the other party;
- (d) the degree of success of each party.

See also Rule 13.9.

13.3 Where an award deals with both a claim and a counterclaim, the arbitrator should deal with the recovery of costs in relation to each of them separately unless he considers them to be so interconnected that they should be dealt with together.

13.4 The arbitrator may impose a limit on recoverable costs of the arbitration or any part of the proceedings: see Section 65 (Power to limit recoverable costs). In determining such limit the arbitrator shall have regard primarily to the amounts in dispute.

13.5 In determining a limit on recoverable costs the arbitrator shall also have regard to any advisory procedure and give effect to any supplementary procedure issued for use under any contract to which the dispute relates.

13.6 A direction under Rule 13.4 may impose a limit on part of the costs of the arbitration: see Section 59 (Costs of the arbitration).

13.7 Where proceedings include claims which are not claims for money, the arbitrator shall take these into account as he thinks appropriate when fixing a limit under Rule 13.4.

13.8 A direction under Rule 13.4 may be varied at any time, subject to Section 65(2). For this purpose the arbitrator may require the parties to submit at any time statements of costs incurred and foreseen.

13.9 In allocating costs the arbitrator shall have regard to any offer of settlement or compromise from either party, whatever its description or form. The general principle which the arbitrator should follow is that a party who recovers less overall than was offered to him in settlement or compromise should recover the costs which he would otherwise have been entitled to recover only up to the date on which it was reasonable for him to have accepted the offer, and the offeror should recover his costs thereafter.

13.10 Section 63 (3) to (7) (The recoverable costs of the arbitration) applies to the determination of the recoverable costs of the arbitration (determination by the arbitrator or by the court). Where the arbitrator is to determine recoverable costs, he may do so on such basis as he thinks fit. Section 59 (Costs of the arbitration) also applies.

Links to Relevant Sections of the 1996 Arbitration Act

- Section 59
- Section 61
- Section 63
- Section 65

14.2 The arbitrator shall establish and record postal addresses and other means, including facsimile or telex, by which communication in writing may be effected for the purposes of the arbitration. Section 76 (3) to (6) (Service of notices, &c) shall apply in addition.

14.3 Section 78 (3) to (5) (Reckoning periods of time) apply to the reckoning of periods of time.

14.4 The parties shall promptly inform the arbitrator of any settlement. Section 51 (Settlement) then applies.

14.5 The parties shall promptly inform the arbitrator of any intended application to the court and provide copies of any proceedings issued in relation to any such matter

Links to Relevant Sections of the 1996 Arbitration Act

- Section 36
- Section 51
- Section 76
- Section 78

RULE 14: MISCELLANEOUS

14.1 A party may be represented in the proceedings by any one or more persons of his choice and by different persons at different times: see Section 36 (Legal or other representation).

APPENDIX I

Definition of Terms

Act	means the Arbitration Act 1996 (cap 23) including any amendment or re-enactment.
claim	includes counterclaim.
claimant	includes counterclaimant.
concurrent hearing	means two or more arbitral proceedings being heard together: see Rules 3.7 and 3.8.
consolidation	means two or more arbitral proceedings being treated as one proceeding: see Rules 3.9 and 3.10.
dispute	includes a difference which is subject to a condition precedent to arbitral proceedings being brought: see Rule 3.5.
notice of arbitration	means the written notice which begins arbitral proceedings: see Rules 2.1 and 3.6.