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ADR Forum (Pty) Ltd

Mediation & Arbitration Services

ADR Forum Arbitration Rules

A. *Model dispute resolution clause*

- Should any dispute, disagreement or claim arise between the parties connected to, relating to or concerning this agreement, including but not limited to its validity or voidability ("the dispute"), the parties agree to attempt resolving the dispute according to the ADR Forum rules of mediation.*
- If the dispute has not been resolved within 7 days of the notice of desire to mediate, any party may terminate the mediation.*
- If the dispute has not been resolved by mediation, the dispute shall be resolved by arbitration according to the ADR Forum rules of arbitration.*
- Notwithstanding anything to the contrary contained in this agreement, the **[insert client's name]** shall in its sole discretion be entitled to institute legal proceedings in a court of law of competent jurisdiction to resolve the dispute.*
- If the **[insert client's name]** has instituted legal proceedings in a court of law as contemplated in the preceding clause, and such legal proceedings are defended or opposed, the **[insert client's name]** reserves the right to refer the dispute to mediation and/or arbitration according to this dispute resolution clause.*

B. *Ad hoc agreement to arbitrate*

We,

AB of _____

and

CD of _____

hereby agree that any dispute, disagreement or claim between us:

1. connected to, relating to or concerning the agreement between us dated _____, a copy of which is attached hereto,

Or

2. set out in the schedule to this agreement,

shall be resolved according to the ADR Forum rules of arbitration.

Signed at Windhoek on _____ January 2024.

AB

Signed at Swakopmund on _____ January 2024.

CD

C. *Adaptation of Rules*

Parties may adapt these Rules in terms of a written agreement signed by them. The arbitration tribunal may in its discretion adapt these Rules to devise a dispute resolution procedure commensurate to the requirements of the case before it.

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Section I: Introductory rules

Scope of application

Article 1

1. In these Rules:
 - (a) “ADR Forum” means ADR Forum (Pty) Ltd or its successor.
 - (b) “Agreement” means a written agreement entered into between the parties.
 - (c) “Arbitral tribunal” includes a sole arbitrator or all the arbitrators where more than one are appointed.
 - (d) “Hearing” means an oral hearing in person and/or a remote hearing.
 - (e) “Interim measure” refers to an interim measure as defined in Article 28, paragraph 2.
 - (f) “Remote hearing” means a hearing which is conducted in whole or in part, or only in respect of certain participants, by teleconference, videoconference or other means of telecommunication technology in which persons in more than one location participate simultaneously.
2. Where parties have agreed in writing that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the ADR Forum Arbitration Rules, then such disputes shall be resolved in accordance with these Rules subject to such modification as the parties may agree in terms of a written agreement signed by them.
3. Where the parties have agreed in writing to an arbitration to be administered by ADR Forum with or without reference to the ADR Forum Rules of Arbitration these Rules shall apply according to the preceding paragraph with the necessary changes required by the context.
4. If these Rules are amended by ADR Forum, the rules applicable to any dispute shall be these Rules as amended as at the commencement date of the arbitration.

5. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
6. The parties may agree to vary or exclude any of these Rules, except Articles 1 and 2, Article 3 paragraph 7, Articles 4, 7 and 12 to 15, Article 19 paragraph 1, Article 34, Article 43 paragraph 6, Articles 44, 46 and 49 and Schedule A, which variation or exclusion shall be valid and binding only if reduced to writing and signed by the parties.
7. A failure to comply with these Rules is an irregularity and does not render an arbitration or a step, document or award in the arbitration a nullity.
8. A party who knows that any provision of or requirement under these Rules has not been complied with, but proceeds with the arbitration without promptly stating an objection shall, unless the tribunal otherwise orders, be deemed to have waived its right to object.

Purpose

Article 2

The purpose of these Rules is to enable the parties to achieve a just, fair, expeditious, efficient and effective determination of their dispute at a reasonable cost.

Notice and calculation of periods of time

Article 3

1. Documents, including statements of claim, statements of defence, notifications, proposals and other communications may be delivered physically or by email, subject to any directions by the arbitral tribunal.
2. If an address has been designated by a party specifically for this purpose or authorised by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by e-mail may only be made to an address so designated or authorised.
3. In the absence of such designation or authorisation, a notice is:
 - (a) received if it is physically delivered to the addressee; or

- (b) deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee.
4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence by any means that provides a record of delivery or of attempted delivery.
 5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a notice of arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee's electronic address.
 6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day on which a notice is received or deemed to be received. If the last day of such period is an official holiday at the place of the arbitration or a Saturday or a Sunday, the period is extended until the first business day which follows. Official holidays, Saturdays and Sundays occurring during the running of the period of time are included in calculating the period.
 7. A copy of any communication between the tribunal and the parties or their representatives shall be delivered to ADR Forum.

Notice of arbitration

Article 4

1. Where the resolution of a dispute is governed by an arbitration clause or agreement, the party or parties initiating recourse to arbitration (herein after called the "initiating party") shall communicate to the other party or parties (hereinafter called the "receiving party") and ADR Forum a notice of arbitration.
2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the receiving party.
3. The notice of arbitration shall include the following:
 - (a) a demand that the dispute be referred to arbitration;

- (b)* the names and contact details of the parties;
 - (c)* the name and contact details of any arbitrator already agreed upon by the parties, if any;
 - (d)* identification of the arbitration agreement that is invoked;
 - (e)* identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - (f)* a brief description of the dispute and an indication of the amount involved, if any;
 - (g)* the relief or remedy sought;
 - (h)* a proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed thereon.
4. The notice of arbitration may also include:
- (a)* A proposal for the appointment of a sole arbitrator referred to in Article 9;
 - (b)* Notification of the appointment of an arbitrator referred to in Article 10 or 11.
5. Parties to a dispute may submit that dispute to arbitration by filing a notice of submission to arbitration with ADR Forum under these Rules. The notice of submission to arbitration shall contain the information described in paragraphs 3(a) to (h) above, and may include the information contained in paragraphs 4(a) and (b) above.
6. The notice of submission to arbitration shall be signed by the parties to the dispute.
7. Regardless of who the initiating party is, the decision as to who shall be the claimant and respondent, respectively, shall be by agreement between the parties, and failing such agreement, shall be determined by the arbitral tribunal.
8. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Response to the notice of arbitration

Article 5

1. The receiving party shall within 20 days of the receipt of the notice of arbitration, communicate to the initiating party a response to the notice of arbitration, which shall include:
 - (a) the name and contact details of each receiving party;
 - (b) a response to the information set forth in the notice of arbitration pursuant to Article 4 paragraphs 3 (c) to (h).
 - (c) any other matter considered by the receiving party to be relevant to the commencement of the arbitration proceedings.

2. The response to the notice of arbitration may also include:
 - (a) any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
 - (b) a proposal for the appointment of a sole arbitrator referred to in Article 9;
 - (c) notification of the appointment of an arbitrator referred to in Article 10 or 11;
 - (d) a brief description of counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought;
 - (e) a notice of arbitration in accordance with Article 4 in case the receiving party formulates a claim against a party to the arbitration agreement other than the initiating party.

3. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the receiving party's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Representation

Article 6

Each party may be represented by a person or persons chosen by it. The names and addresses of such persons must be communicated to all parties, to the arbitral tribunal and ADR Forum. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

ADR Forum as appointing authority

Article 7

1. In exercising its functions under these Rules, ADR Forum may require from any party and the arbitrator or arbitrators the information it deems necessary and it shall give the parties and, where appropriate, the arbitrator or arbitrators, an opportunity to present their views in any manner it considers appropriate. All such communications to and from ADR Forum shall also be provided by the sender to all other parties.
2. When ADR Forum is requested to appoint an arbitrator pursuant to Articles 9, 10, 11 or 16, the party making the request shall send to ADR Forum copies of the notice of arbitration and, if it exists, any response to the notice of arbitration.
3. ADR Forum shall have regard to such considerations as are likely to secure the appointment of a suitable, qualified, independent and impartial arbitrator.

Section II: Composition of the arbitral tribunal

Number of arbitrators

Article 8

1. If the parties have not agreed on the number of arbitrators within 20 days of the commencement of the arbitration, the dispute shall be determined by a sole arbitrator.
2. If the tribunal is not to comprise of a sole arbitrator, it shall comprise of three arbitrators.
3. Notwithstanding section 11(1)(b) of the Arbitration Act 42 of 1965 (the Arbitration Act), if the tribunal comprises of three arbitrators, the third arbitrator is the presiding arbitrator and not an umpire.

Appointment of arbitrators

Article 9

Where the tribunal is to be comprised of a sole arbitrator, if the parties have not agreed on the sole arbitrator within 30 days after the commencement of the arbitration, ADR Forum shall appoint the arbitrator.

Article 10

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall select and appoint the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal.
2. If a party has not appointed an arbitrator within 20 days after the commencement of the arbitration, ADR Forum shall appoint the arbitrator.
3. If the third arbitrator has not been appointed within 30 days of the commencement of the arbitration, ADR Forum shall appoint the third arbitrator.

Article 11

1. For the purposes of Article 10 paragraph 1, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the

parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator.

2. If the parties have agreed that the arbitral tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties.
3. In the event of any failure to constitute the arbitral tribunal under these Rules, ADR Forum shall constitute the arbitral tribunal and, in doing so, may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

Disclosures by and challenge of arbitrators

Article 12

1. When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and the other arbitrators, unless they have already been informed by him or her of these circumstances.
2. A person, before accepting an appointment as arbitrator must sign a written statement to the effect that he or she, on the basis of the information currently available to him or her, can devote the time necessary to conduct the arbitration diligently, efficiently and according to the time limits in these Rules.

Article 13

1. For purposes of this Article “third-party funder” means any natural or juristic person that is not a party to the dispute and is not a party’s legal representative, who enters into an agreement either with a party, an affiliate of that party, or a law firm representing that party:
 - (a) in order to provide material support for, or to finance, part or all of the cost of the proceedings, either individually or as part of a specific range of cases; and

- (b) such support or financing is provided by way of a donation, or grant, or in exchange for remuneration or reimbursement wholly or partially dependant on the outcome of the dispute.
2. In order to assist prospective arbitrators and arbitrators in complying with their duties under Article 12, a party must promptly inform the prospective arbitrators and arbitrators and the other parties of the existence and identity of any third-party funder that has made an agreement referred to in paragraph 1 with that party.
 3. The communication referred to in paragraph 2 must be made as soon as practicable after the agreement was entered into, irrespective of whether the agreement was entered into before or after the commencement of the arbitral proceedings.
 4. Any party shall promptly disclose to the arbitral tribunal and the other parties any material changes to the information disclosed by it under paragraph 2 that occur after the initial disclosure.

Article 14

1. Any arbitrator may be challenged, if circumstances exist that give rise to justifiable doubts as to that arbitrator's impartiality or independence.
2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
3. In the event that an arbitrator fails to act or in the event of the legal or factual impossibility of his or her performing his or her functions, the procedure in respect of the challenge of an arbitrator as provided in Article 15 shall apply.

Article 15

1. A party that intends to challenge an arbitrator shall send notice of its challenge within 10 days after it has been notified of the appointment of the challenged arbitrator, or within 10 days after the circumstances mentioned in Articles 12, 13 and 14 became known to that party.
2. The notice of challenge shall be communicated to all other parties, the arbitrator who is challenged, the other arbitrators, and ADR Forum. The notice of challenge shall state the reasons for the challenge.

3. When an arbitrator has been challenged by a party, all parties may agree to the challenge, in which case the arbitrator shall withdraw from the office of arbitrator. The arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
4. If, within 10 days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it. In that case, within 20 days from the date of the notice of challenge, it shall seek a decision on the challenge by ADR Forum upon failure of which the challenge shall lapse. The decision of ADR Forum shall be final and binding on the parties and the arbitrators including the challenged arbitrator.

Replacement of an arbitrator

Article 16

1. Subject to paragraph 2, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Articles 8 to 11 that was applicable to the appointment or selection of the arbitrator being replaced. This procedure shall apply, even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.
2. If, at the request of a party, ADR Forum determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, ADR Forum may, after giving an opportunity to the parties and the remaining arbitrators to express their views:
 - (a) appoint the substitute arbitrator; or
 - (b) after the closure of the hearings, authorise the other arbitrators to proceed with the arbitration and make any decision or award.

Repetition of hearings in the event of the replacement of an arbitrator*Article 17*

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

Exclusion of liability*Article 18*

Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, ADR Forum and any person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.

Section III: Arbitral proceedings

General provisions

Article 19

1. Subject to these Rules, the arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration in order to avoid unnecessary delay and expense, having regard to the complexity of the issues and the amount in dispute, and provided that such procedures ensure equal treatment of the parties, provide a fair and efficient process for resolving the dispute between the parties, and afford them a reasonable opportunity to present their case.
2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.
3. If at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.
4. All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties. Such communications shall be made at the same time, except as otherwise permitted by the arbitral tribunal, if it may do so under applicable law.
5. The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.

Place of arbitration

Article 20

1. If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration.
2. The arbitral tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

Language

Article 21

1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.
2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

Statement of claim

Article 22

1. The claimant shall communicate its statement of claim in writing to the respondent and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The claimant may elect to treat its notice of arbitration referred to in Article 4 as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 to 4 of this Article.

2. The statement of claim shall include the following particulars:
 - (a) The names, description and place of business or residence of each party;
 - (b) A statement of the facts supporting the claim;
 - (c) The points at issue;
 - (d) The relief or remedy sought;
 - (e) The legal grounds or arguments supporting the claim.
3. A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement shall be annexed to the statement of claim.
4. The statement of claim shall be accompanied by all relevant documents relied upon by the claimant to sustain an averment in the statement of claim.

Statement of defence

Article 23

1. The respondent shall communicate its statement of defence in writing to the claimant and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in Article 5 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this Article.
2. The statement of defence shall reply to the particulars required by Article 22 paragraph 2 (a) to (e) of the statement of claim. The statement of defence shall be accompanied by all relevant documents relied upon by the respondent to sustain an averment in its statement of defence.
3. In its statement of defence, or at a later stage in the arbitral proceedings, if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.
4. The provisions of Article 22 paragraphs 2 to 4 shall apply to a counterclaim, a claim under Article 5 paragraph 2 (e), and a claim relied on for the purpose of a set-off.

Amendments to the claim or defence

Article 24

During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

Pleas as to the jurisdiction of the arbitral tribunal

Article 25

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is a nullity shall not automatically invalidate the arbitration clause.
2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its powers or authority shall be raised as soon as the matter alleged to be beyond the scope of its powers or authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The arbitral tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Further written statements

Article 26

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

Periods of time

Article 27

The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed 45 days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

Interim measures

Article 28

1. The arbitral tribunal 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 arbitral tribunal orders a party, for example and without limitation:
 - (a) to maintain or restore the status quo pending determination of the dispute;
 - (b) to 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) to provide a means of preserving assets out of which a subsequent award may be satisfied;

- (d)* to preserve evidence that may be relevant and material to the resolution of the dispute; or
 - (e)* to provide security for costs.
- 3. The party requesting an interim measure under paragraphs 2 *(a)* to *(c)* and *(e)* shall satisfy the arbitral tribunal 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; and the determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.
- 4. With regard to a request for an interim measure under paragraph 2 *(d)*, the requirements in paragraphs 3 *(a)* and *(b)* shall apply only to the extent the arbitral tribunal considers appropriate.
- 5. The arbitral tribunal 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 arbitral tribunal's own initiative.
- 6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
- 7. The arbitral tribunal 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 arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal 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, except that by agreeing to arbitration under these Rules, a

party will be deemed to have agreed not to apply to any judicial authority for relief available from the arbitral tribunal under paragraphs 2(a) to (e) and 10.

10. Subject to paragraphs 3 and 11, and unless the parties agree otherwise, the arbitral tribunal may, on the application of a party, order any claiming or counterclaiming party to provide appropriate security for costs (including additional security) and may stay the arbitration proceedings pending compliance with such order.
11. In the event that the party is ordered to provide the security fails to do so within the time stipulated by the arbitral tribunal without sufficient cause being shown, the arbitral tribunal shall terminate the arbitration in relation to the party's claim and, if appropriate, direct that the arbitration proceed to determine the other party's claim.

Evidence

Article 29

1. The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
3. At any time during the arbitral proceedings the arbitral tribunal may, of its own motion or on application of a party or parties, require any party to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.
4. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Hearings

Article 30

1. In the event of an oral hearing, the arbitral tribunal shall give the parties notice of the date, time and place thereof.
2. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.
3. Hearings shall be held in camera, unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party to the arbitration shall not, in principle, be asked to retire.

Experts appointed by the arbitral tribunal

Article 31

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.
2. The expert shall, before accepting his or her appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.
3. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.
5. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of Article 30 with the necessary changes required by the context shall be applicable to such proceedings.

Default

Article 32

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:
 - (a) the claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;
 - (b) the respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; and the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.
2. If a party, duly notified under these Rules, fails to attend a hearing or other meeting, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration or meeting.
3. If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

Closure of hearings

Article 33

1. The arbitral 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, it may declare the hearings closed.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

Waiver of right to object

Article 34

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

Section IV: The award

Decisions

Article 35

1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorises, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

Form and effect of the award

Article 36

1. The arbitral tribunal may make separate awards on different issues at different times.
2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.
3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
4. An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
5. Unless the parties otherwise agree, the arbitral tribunal shall make its award as soon as practicable, but in any event within 60 days after the closure of the hearing, or the submission of the last document to the arbitral tribunal in the event that there is no hearing, provided that the parties, at the request of arbitral tribunal, can extend this period in writing signed by them. ADR Forum may also, at the request of the arbitral tribunal, extend this period by means of a written notice to the parties and the arbitral tribunal.

6. Unless the parties expressly agree in writing to the contrary, the parties undertake as a general principle to keep confidential all awards in the arbitration, together with all materials in the proceedings 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 bona fide legal proceedings before a state court or other judicial authority.
7. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.
8. Notwithstanding the provisions of paragraph 5, the arbitral tribunal shall only be obliged to communicate its award after receipt of payment of all its fees and expenses.

Applicable law, amiable compositeur

Article 37

1. The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate.
2. The arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised the arbitral tribunal to do so.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.
4. The arbitration tribunal may, at the request of a party, apply the provisions of any law applicable at the place of the arbitration or which applies to the dispute and which provides for the reduction of any penalty or liquidated damages claim.

Settlement or other grounds for termination

Article 38

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral

proceedings or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.
3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties within 10 days after the request mentioned in paragraph 1. Where an arbitral award on agreed terms is made, the provisions of Article 36, paragraphs 2, 4, 6, 7 and 8, shall apply.

Interpretation of the award

Article 39

1. Within 15 days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of the award.
2. The interpretation shall be given in writing within 20 days after the receipt of the request. The interpretation shall form part of the award and the provisions of Article 36 paragraphs 2 to 4 and 6 to 8, shall apply.

Correction of the award

Article 40

1. Within 15 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 15 days of receipt of the request.
2. The arbitral tribunal may within 15 days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing and shall form part of the award. The provisions of Article 36 paragraphs 2 to 4 and 6 to 8, shall apply.

Additional award

Article 41

1. Within 15 days after the receipt of the termination order or the award, a party, with notice to the other parties, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings, but not decided by the arbitral tribunal.
2. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 60 days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.
3. When such an award or additional award is made, the provisions of Article 36 paragraphs 2 to 4 and 6 to 8, shall apply.

Definition of costs

Article 42

1. The arbitral tribunal shall fix the costs of the arbitration in the final award and, if it deems appropriate, in another decision.
2. The term “costs” includes only:
 - (a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with Article 43;
 - (b) The reasonable travel and other expenses incurred by the arbitrators;
 - (c) The reasonable costs of expert advice and of other assistance required by the arbitral tribunal;
 - (d) The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
 - (e) The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
 - (f) Any fees and expenses of ADR Forum.

3. In relation to interpretation, correction or completion of any award under Articles 39 to 41, the arbitral tribunal may charge the costs referred to in paragraphs 2 (b) to (d) and (f), but no additional fees.
4. The parties are jointly and severally liable to the arbitral tribunal and ADR Forum for their respective costs of the arbitration.

Fees and expenses

Article 43

1. The fees and expenses of the arbitrators shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.
2. Promptly after its constitution, the arbitral tribunal shall inform the parties as to how it proposes to determine its fees and expenses, including any rates it intends to apply. Within 15 days of receiving that proposal, any party may refer the proposal to ADR Forum for review, whose decision shall be final and binding upon the arbitral tribunal and the parties.
3.
 - (a) When informing the parties of the arbitrator's or arbitrators' fees and expenses that have been fixed pursuant to Article 42, the arbitral tribunal shall also explain the manner in which the corresponding amounts have been calculated;
 - (b) Within 15 days of receiving the arbitral tribunal's determination of fees and expenses, any party may refer such determination to ADR Forum for review, whose decision shall be final and binding on the arbitral tribunal and the parties.
 - (c) If ADR Forum finds that the arbitral tribunal's determination is inconsistent with the arbitral tribunal's proposal (and any adjustment thereto) under paragraph 2 or is otherwise manifestly excessive, it shall, within 30 days of receiving such a referral, make any adjustments to the arbitral tribunal's determination that are necessary to satisfy the criteria in paragraph 1. Any such adjustments shall be binding upon the arbitral tribunal and the parties.
 - (d) Any such adjustments shall either be included by the arbitral tribunal in its award or, if the award has already been issued, be implemented in a correction to the award, to which the procedure of Article 40 paragraph 3, shall apply.

4. Throughout the procedure under paragraphs 2 and 3, the arbitral tribunal shall proceed with the arbitration, in accordance with Article 19 paragraph 1.
5. A referral under paragraph 3 shall not affect any determination in the award other than the arbitral tribunal's fees and expenses; nor shall it delay the recognition and enforcement of all parts of the award other than those relating to the determination of the arbitral tribunal's fees and expenses.
6. By agreeing to these Rules, the parties agree that the arbitration shall be administered by ADR Forum, which shall from time to time prescribe the fees to compensate it for its administration services. The fees in effect when the fee or charge is incurred shall be applicable. The current administrative fees are set out in Schedule "A". All such fees are payable at the time specified for payment in Schedule "A".

Allocation of costs

Article 44

1. The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion such costs between the parties, if it determines that apportionment is reasonable, taking into account the circumstances of the case which it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.
2. The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.
3. If the arbitral tribunal settles the costs, it shall be entitled to employ the services of a professional taxing consultant to assist it in determining the amount of such costs to be awarded. In the event of the arbitral tribunal employing the services of a professional taxing consultant, the costs thereof shall be costs in the cause, subject to the arbitral tribunal's directive as to costs in its final award.
4. At any time during the arbitral proceedings, the arbitral tribunal may, of its own motion or on the application of a party, make a decision on costs and order payment in an award. For this purpose, costs include a deposit required from one party by the arbitral tribunal and paid by another under Article 46 paragraph 3.

5. The arbitral tribunal may direct that recoverable costs of the arbitration, or any part of the arbitral proceedings, should be limited to a specified amount and/or duration of the hearing and/or in any other appropriate manner.
6. Any directive made by the arbitral tribunal under paragraph 5 may be varied at any stage provided that a direction for the limitation of costs or any variation thereof must be made sufficiently in advance of the incurring of costs or the taking of steps to which it relates for the limitation to be taken into account.
7. The arbitral tribunal shall not exercise its powers under paragraphs 1 to 6 without first affording the parties an opportunity to make submissions to it.

Offers of settlement

Article 45

1. At any time before the hearing on the merits, a party may deliver to the other party any offer marked “without prejudice” to settle one or more of the issues between it and any other party on the terms set out in the offer. An offer to settle may specify a time within which it may be accepted and it will expire if not accepted within that time.
2. The tribunal shall take into consideration the offer, the time at which the offer was made and the extent to which it was accepted when dealing with questions of costs and interest in the award.
3. No party shall inform the tribunal of the fact that an offer had been made under this rule, until after all the issues in the arbitration other than costs and interest have been determined.
4. The fact that an offer has been made may be brought to the attention of the tribunal after a final award on costs and interest has been made, in which event the tribunal may reconsider the questions of costs and interest and determine them afresh and Article 40 shall apply with the necessary change required by the context.
5. The parties may deliver written offers marked “with prejudice” at any time, and all such offers may be put in evidence at the arbitration hearing.

Deposit of costs

Article 46

1. The arbitral tribunal must on the written request of ADR Forum require the parties to make cash deposits to ADR Forum to cover the anticipated costs referred to in Article 42 paragraphs 2 (a) to (c) and (f).
2. During the course of the arbitral proceedings the arbitral tribunal may request deposits and supplementary deposits from the parties.
3. If the required deposits are not paid in full within 15 days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.
4. After a termination order or final award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.
5. ADR Forum may, from time to time, pay to the tribunal from any deposit it holds, any amount it considers reasonable and appropriate for fees earned or expenses incurred by the tribunal.
6. After the final award has been made, a settlement has been reached or the arbitration has been abandoned or otherwise finally disposed of, ADR Forum shall apply any deposits it holds to the costs of the arbitration, including any unpaid tribunal fees and administration fees, render an accounting to the parties of the deposits received and applied and return any unexpended balance to the parties in proportion of their contributions or as may be directed by the tribunal in the final award.

Section V: Miscellaneous Provisions

Appeals

Article 47

The parties may, by a written agreement, provide that the award shall be subject to appeal, to which provision, subject to the parties' agreement, the following conditions shall apply:

1. Subject to Articles 39 to 41, within 20 days of the publication of the award any party may give written notice to all other parties, to the arbitral tribunal and to ADR Forum of its intention to refer the award to an appeal tribunal. This Article does not apply to an unreasoned award under Article 36 paragraph 3 or to an award on agreed terms under Article 38 paragraph 1.
2. The notice of appeal shall state whether the whole or part only of the award is appealed against and if only part of such award is appealed against, it shall state which part, and it shall further specify the findings of fact and/or rulings of law appealed against and the grounds upon which the appeal is founded.
3. The appeal tribunal shall consist of not less than three members. Articles 10 and 11, with the necessary changes required by the context, shall apply to the appointment of the members of the appeal tribunal.
4. Articles 12 to 18 apply to the members of the appeal tribunal with the necessary changes required by the context.
5. Within 20 days of its constitution, the appeal tribunal shall convene a preliminary meeting with the parties and shall notify the parties of the date, time and venue thereof. The appeal tribunal may direct that the meeting be held in person or by way of a remote hearing. The appeal tribunal, after inviting the parties to express their views, shall establish the provisional timetable and the procedure for the appeal. The appeal tribunal, in exercising its discretion, shall conduct the appeal proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the appeal.
6. Not less than 15 days prior to the hearing the appellant shall delivery to each member of the appeal tribunal and to all other parties a copy of the record and such exhibits as may be necessary for the proper adjudication of the matter, provided that the parties may agree to dispense with the provision of the record and exhibits but shall in that event and within the same period for the delivery of

the record agree the facts upon which the appeal is to be heard, which facts shall be recorded in writing and signed by the parties and submitted to each member of the appeal tribunal.

7. ADR Forum shall promptly notify the parties of the security required from the appellant for the payment of the costs of the appeal. Within 10 days of receipt of the notice, the appellant shall submit to ADR Forum due and proper security to the satisfaction of ADR Forum for the payment of the stipulated amount. This security shall be interim and ADR Forum shall have the right to request further security from time to time. Should the appellant fail to provide the required security for further security, ADR Forum shall have the right to terminate the appeal. The parties shall be jointly and severally liable for the costs of the appeal.
8. In paragraph 7, the term “costs of the appeal” includes only:
 - (a) The fees of the appeal tribunal to be stated separately in respect of each member;
 - (b) The reasonable travel and other expenses incurred by the members of the appeal tribunal;
 - (c) Any fees and expenses of ADR Forum.
9. The time period prescribed by sections 32 and 33 of the Arbitration Act shall not commence to run until such time as the appeal tribunal has confirmed or varied the award of the arbitral tribunal.
10. The appeal tribunal shall be entitled, without detracting from its general powers:
 - (a) to dismiss the appeal on its merits;
 - (b) to vary the award;
 - (c) to substitute its own award;
 - (d) to direct that the award, either in whole or in part, be referred back to the arbitral tribunal for further consideration and for the making of a new or revised award;
 - (e) to dismiss the appeal for non-compliance with the provisions of this Article; and

- (f) to make any directive regarding the award of costs in regard to the appeal.
11. Unless the parties otherwise agree, the appeal tribunal shall make its award or other decision under paragraph 10 as soon as practicable, but in any event within 30 days after the closure of the appeal proceedings, provided that the parties, at the request of the appeal tribunal, may extend this period in writing signed by them. ADR Forum may also, at the request of the appeal tribunal, extend this period by a written notice to the parties and the appeal tribunal.
 12. In the event that the appeal tribunal refers the award back to the arbitral tribunal in terms of paragraph 10(d), the arbitral tribunal shall, within 30 days of the date on which the award was so referred back to it, make and publish a new or a revised award conforming with Articles 35 and 36 with the necessary changes required by the context, provided that ADR Forum may, on good cause shown, extend the time for making a new or revised award.
 13. The decision of the appeal tribunal shall:
 - (a) be final and binding on the parties;
 - (b) constitute an award as defined by the Arbitration Act for all purposes and
 - (c) be deemed to constitute the award of the arbitral tribunal.

Abridged arbitration procedure

Article 48

1. The tribunal shall consist of one arbitrator, unless the parties otherwise agree in writing.
2. The provisions of Articles 1 to 3, 6 to 10, 12 to 18, Article 19 paragraphs 1 and 4, Articles 20, 21, 25, 28 to 30, Article 32 paragraphs 2 and 3, Articles 33 to 43, Article 44 paragraph 1, and Articles 46 and 49, shall apply with the necessary changes required by the context to an arbitration conducted under these abridged rules. For the purposes of applying Article 36(5) the period shall be 20 days and, for purposes of applying Article 39 paragraph 2, Article 40 paragraphs 1 and 2, and Article 41 paragraph 2, the arbitral tribunal shall give the interpretation, make the correction, or render the additional award within 10 days of receipt of the request.

3. On the reference of the dispute to the arbitral tribunal, it may convene a preliminary meeting with the parties with the purpose of:
 - (a) confirming that the dispute falls within the ambit of the arbitration agreement and is ready for arbitration;
 - (b) recording the acceptance by the arbitrator of his or her appointment and acceptance by the parties of any conditions attached thereto;
 - (c) determining whether the arbitration is to be conducted in accordance with the standard or abridged procedures provided for in these Rules or any modification of either;
 - (d) ascertaining the nature of the claims, counterclaims and defences which the parties make or raise against each other;
 - (e) ascertaining the allegations of fact on which the parties agree and those on which they disagree together with the reasons for their disagreement;
 - (f) recording in writing signed by the arbitral tribunal and the parties the matters referred to in paragraphs 3(d) and (e) which shall constitute the Statement of Issues;
 - (g) arranging for the submission by each party to the arbitral tribunal and to the other party such documents or copies of documents as they, or the arbitral tribunal, consider relevant to the determination of the issues; and
 - (h) arranging the date and time of the hearing and in the case of a hearing in person, the venue.
4. The arbitral tribunal may, as it deems fit, follow formal or informal procedures and receive evidence or submissions, orally or in writing, sworn or unsworn, at joint meetings with the parties or, if the parties so agree, by the interchange of written statements or submissions between the parties with copies to the arbitral tribunal, provided that each party shall be given reasonable opportunities of presenting evidence or submissions and of responding to those of the other party.

5. The arbitral tribunal shall have the power to:
 - (a) depart from any statutory or common law rules of evidence to the extent that it deems reasonable provided that the rules of natural justice shall be observed;
 - (b) subject to paragraph 4, question the parties or their witnesses on any matter relevant to the issues;
 - (c) make any enquiries that the arbitral tribunal considers necessary or expedient;
 - (d) grant to the parties such opportunity, as the arbitral tribunal deems reasonable, of making amendments to the issues or to any statement or submission;
 - (e) inspect any property or thing to the extent that the arbitral tribunal deems necessary; and
 - (f) rely, in its award, on its own expert knowledge or experience in any field.
6. The arbitral tribunal shall inform the parties of information gathered or obtained pursuant to paragraphs 5(c), (e) and (f), and give the parties an opportunity to respond before proceeding to rely thereon.
7. Unless the parties otherwise agree in writing, neither of them shall be entitled to be represented in the arbitration except by:
 - (a) the party himself or herself, if a natural person or a partner in the case of a partnership;
 - (b) a director in the case of a company;
 - (c) a member of a close corporation;
 - (d) a *bona fide* full-time employee or officer of the party concerned;
 - (e) a trustee of a trust; or
 - (f) such technically qualified person, other than a practicing lawyer, as the arbitral tribunal considers to be reasonably necessary for the presentation of the case of the party concerned, including, for example

and without limitation, any professional engineer, architect or quantity surveyor in the case of a dispute on a construction contract.

Disputes with ADR Forum

Article 49

Should any dispute arise in the course of any arbitration under these Rules between ADR Forum on the one hand, and the tribunal and/or the parties, on the other hand, the dispute shall be referred to summary decision to the board of directors of ADR Forum or a person appointed by it, whose decision shall be final and binding on the tribunal and all the parties in the arbitration.

SCHEDULE "A"

Amount of claim	Filing fee	Case Service fee
N\$	N\$	N\$
0 – 50 000	2 000	1 000
50 001 – 100 000	3 000	2 000
100 001 – 500 000	4 000	3 000
500 001 – 1 500 000	5 000	4 000
1 500 001 – 10 000 000	6 000	5 000
10 000 001 – 20 000 000	7 000	6 000
Exceeding 20 000 000 or if the value is undetermined	8 000	7 000

1. The filing fee is payable to ADR Forum by each claimant on delivery of the notice of arbitration or a notice of submission to arbitration to ADR Forum.
2. The case service fee is payable to ADR Forum by each respondent on delivery of the statement of defence or statement of counterclaim.