

SIAC RULES
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Where any agreement, submission or reference provides for arbitration under the Arbitration Rules of the Singapore International Arbitration Centre (“the Centre”), the parties thereto shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules, or such amended Rules as the Centre may have adopted to take effect before the commencement of the arbitration, subject to such modifications as the parties may agree in writing.

Rule1 Scope of Application and Interpretation

1.1 These Rules shall govern the arbitration except where any of these Rules is in conflict with a provision of the law applicable to the arbitration which the parties cannot derogate, that provision shall prevail.

1.2 In these Rules:

“Centre” means the Singapore International Arbitration Centre, a company incorporated under the Companies Act of the Republic of Singapore as a company limited by guarantee;

“Chairman” means the Chairman of the Centre;

“Registrar” means the Chief Executive Officer of the Centre;

“Tribunal” includes a sole arbitrator or all the arbitrators where more than one is appointed.

Rule 2 Notice, Calculation of Periods of Time

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

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

Rule 3 Request for or Notification of Arbitration

- 3.1 The party wishing to commence an arbitration under these Rules (hereinafter called the "Claimant") shall give to the other party (hereinafter called "the Respondent") a Notice of Arbitration which shall include or be accompanied by the following:
- (a) a demand that the dispute be referred to arbitration;
 - (b) the names and addresses of the parties to the arbitration;
 - (c) a reference to the arbitration clause or the separate arbitration agreement that is invoked;
 - (d) a reference to the contract out of or in relation to which the dispute arises;
 - (e) a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed; and
 - (f) a statement of any matters on which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal.
- 3.2 The Notice of Arbitration may also include:
- (a) the proposals for the appointment of a sole arbitrator and an appointing authority referred to in Rules 7.1 and 7.2 respectively;
 - (b) the notification of appointment of an arbitrator referred to in Rule 8; and
 - (c) the Statement of Case referred to in Rule 17.
- 3.3 The date of receipt of the Notice of Arbitration shall be deemed to be the date on which the arbitration has commenced.
- 3.4 The Claimant shall file with the Registrar a copy of the Notice of Arbitration served on the Respondent.
- 3.5 The parties shall also file with the Registrar a copy of any other notice, including a notification, communication or proposal concerning the arbitral proceedings.
- 3.6 If the parties have agreed on an appointing authority other than the Chairman, they shall inform the Registrar of the name of that authority.

Rule 4 Response by Respondent

- 4.1 For the purpose of facilitating the appointment of arbitrators, within fourteen (14) days of receipt of the Notice for Arbitration the respondent may send to the Claimant a Response containing:
- (a) a confirmation or denial of all or part of the claims;

- (b) a brief statement of the nature and circumstances of any envisaged counterclaims; and
 - (c) comment in response to any statements contained in the Notice of Arbitration, as called for under Rule 3.1 paragraphs (e) and (f), on matters relating to the conduct of the arbitration.
- 4.2 The Response may also include:
- (a) comment in response to proposals for the appointments of a sole arbitrator and an appointing authority referred to in Rules 7.1 and 7.2 respectively; and
 - (b) the notification of the appointment of an arbitrator referred to in Rule 8.
- 4.3 The Respondent shall send a copy of the Response to the Registrar and shall confirm to the Registrar that copies have been served on the other party.
- 4.4 Failure to send a Response shall not preclude the Respondent from denying the claim nor from setting out a counterclaim in its Statement of Defence.

Rule 5 Centre to Provide Assistance

5. The Registrar shall, at the request of the Tribunal or either party, make available, or arrange for, such facilities and assistance for the conduct of arbitration proceedings as may be required, including suitable accommodation for sittings of the Tribunal, secretarial assistance and interpretation facilities.

Rule 6 Number of Arbitrators

6. A sole arbitrator shall be appointed unless the parties have agreed otherwise.

Rule 7 Appointment of Sole Arbitrator

- 7.1 If a sole arbitrator is to be appointed, either party may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator.
- 7.2 If within fourteen (14) days after receipt by a party of a proposal made in accordance with Rule 7.1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties and if no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within fourteen (14) days of the receipt of a party request therefore, the Chairman shall appoint the arbitrator as soon as practicable.
- 7.3 In making the appointment, the appointing authority or the Chairman shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and where the parties are of different nationalities, then unless they have otherwise agreed, the appointing authority or the Chairman shall appoint an arbitrator of a nationality other than the nationalities of the

parties (the nationality of the parties being understood to include that of controlling shareholders or interest).

Rule 8 Appointment of Three Arbitrators

- 8.1 If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Tribunal.
- 8.2 If within fourteen (14) days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed:
- (a) the first party may request the appointing authority previously designated by the parties to appoint the arbitrator; or
 - (b) if no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within fourteen (14) days after receipt of a party's request therefor, the first party may request the Chairman to appoint the second arbitrator.
- 8.3 If within fourteen (14) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority or by the Chairman if no appointing authority has been previously designated by the parties or, if the appointing authority previously designated refuses to act within the prescribed time, in the same way as a sole arbitrator would be appointed under Rule 7.

Rule 9 Information to be Furnished to the Appointing Authority

- 9.1 When an appointing authority is requested to appoint an arbitrator pursuant to Rule 7 or 8, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information as it deems necessary to fulfil its function.
- 9.2 Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

Rule 10 Independence and Impartiality of Arbitrators

- 10.1 An arbitrator (whether or not nominated by the parties) conducting an arbitration under these Rules shall be and remain at all times wholly independent and impartial, and shall not act as advocate for any party.

- 10.2 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- 10.3 An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.

Rule 11 Challenge of Arbitrators

- 11.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
- 11.2 A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

Rule 12 Notice of Challenge

- 12.1 A party who intends to challenge an arbitrator shall send notice of his challenge within fourteen (14) days after the appointment of the challenged arbitrator has been notified to the challenging party or within fourteen (14) days after the circumstances mentioned in Rules 11.1 or 11.2 became known to that party.
- 12.2 The challenge shall be notified to the other party, the arbitrator who is challenged and the other members of the Tribunal. The notification shall be in writing and shall state the reasons for the challenge.
- 12.3 When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in Rules 7 or 8 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

Rule 13 Decision on Challenge

- 13.1 If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:
- (a) when the initial appointment was made by an appointing authority, by that authority;
 - (b) when the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority; and
 - (c) in all other cases, by the Chairman.

13.2 If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in Rule 5 to 8 except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.

Rule 14 Replacement of an Arbitrator

14.1 In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Rules 7 to 11 that was applicable to the appointment or choice of the arbitrator being replaced.

14.2 In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his performing functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in Rules 11 to 13 and 14.1 shall apply.

Rule 15 Repetition of Hearing in the Event of the Replacement of an Arbitrator

15. If under Rules 12 to 14 the sole or presiding arbitrator is replaced, any hearing held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal.

Rule 16 Conduct of the Proceedings

16.1 The parties may agree on the arbitral procedure, and are encouraged to do so.

16.2 In the absence of procedural rules agreed by the parties or contained herein, the Tribunal shall have the widest discretion allowed under such law as may be applicable to ensure the just, expeditious, economical, and final determination of the dispute.

16.3 In the case of a three-member Tribunal, the presiding arbitrator may, after consulting the other arbitrators, make procedural rulings alone.

Rule 17 Submission of Written Statements and Documents

17.1 The Tribunal may determine the periods of time within which the parties shall submit their written statements. If no specific periods of time are determined by the Tribunal the parties shall proceed as set out in this Rule.

17.2 Within thirty (30) days of receipt of notification from the sole arbitrator or the presiding arbitrator that the Tribunal has been constituted, the Claimant shall, if he has not done so, send to the Respondent a Statement of Case setting out in full detail the facts and any contentions of law on which it relies, and the relief claimed.

- 17.3 Within thirty (30) days of receipt of Statement of Case, or the notification referred to in Rule 17.2, where the Statement of Case was served with the Notice of Arbitration, the Respondent shall send to the Claimant a Statement of Defence stating in full detail which of the facts and contentions of law in the Statement of Case it admits or denies, on what grounds, and on what other facts and contentions of law it relies. Any counterclaims shall be submitted with the Statement of Defence in the same manner as claims are set out in the Statement of Case.
- 17.4 The Tribunal shall decide which further written statement, in addition to the Statement of Case 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.
- 17.5 The periods of time fixed by the Tribunal for the submission of written statements (including the Statement of Case and the Statement of Defence) shall not exceed forty-five (45) days. However the Tribunal may extend the time-limits on such terms as it may deem appropriate.
- 17.6 All Statements referred to in this Rule shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the party concerned relies and which have not previously been submitted by any party, and (where appropriate) by any relevant samples.
- 17.7 Copies of all statements referred to this Rule shall be served on the Tribunal and the Registrar.
- 17.8 As soon as practicable following completion of the submission of the Statements specified in this Rule, the Tribunal shall proceed in such manner as has been agreed by the parties, or pursuant to its authority under these Rules.
- 17.9 If the Claimant fails within the time specified under these Rules or as may be fixed by the arbitral Tribunal, to submit his Statement of Case, the arbitral Tribunal shall issue an order for the termination of the arbitral proceedings. If the Respondent fails to submit a Statement of Defence, or if at any point any party fails to avail itself of the opportunity to present its case in the matter directed by the Tribunal, the Tribunal may nevertheless proceed with the arbitration and make the award.

Rule 18 Place of Arbitration

- 18.1 The parties may choose the place of arbitration. Failing such a choice, the place of arbitration shall be Singapore, unless the Tribunal determines in view of all the circumstances of the case that another place is more appropriate.
- 18.2 The Tribunal may hold hearings and meetings anywhere convenient, subject to the provisions of Rule 21.2 and provided that the award shall be made at the place of arbitration.

Rule 19 Language of Arbitration

- 19.1 Subject to an agreement by the parties, the 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 Case, 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.
- 19.2 If a document is drawn up in a language other than the language(s) of the arbitration, and no translation of such document is submitted by the party producing the document, the Tribunal, or if the Tribunal has not been established, the Registrar may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.

Rule 20 Party Representatives

20. Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require.

Rule 21 Hearings

- 21.1 Unless the parties have agreed on documents-only arbitration, the Tribunal shall, if either party so requests, hold hearings for the presentation of evidence by witnesses, including expert witnesses or for oral argument.
- 21.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitration, and the sole or presiding arbitrator shall give the parties reasonable notice thereof.
- 21.3 If any party to the proceedings fails to appear at a hearing, without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the award on the evidence before it.
- 21.4 The Tribunal may in advance of hearings submit to the parties a list of questions which it wishes them to treat with special attention.
- 21.5 All meetings and hearings shall be in private unless the parties agree otherwise.
- 21.6 The Tribunal may declare the hearings closed if the parties have no further proof to offer or witnesses to be heard or submissions to make. The Tribunal may on its own motion or upon application of a party but before any award is made, reopen the hearings.

Rule 22 Witnesses

- 22.1 Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses it wishes to call, as well as the subject matter of their testimony and its relevance to the issues.

- 22.2 The Tribunal has discretion to allow, refuse, or limit the appearance of witnesses, whether witnesses of fact or expert witnesses.
- 22.3 Any witness who gives oral evidence may be questioned by each of the parties or their representatives, under the control of the Tribunal. The Tribunal may put questions at any stage of the examination of the witnesses.
- 22.4 The testimony of witnesses may be presented in written form, either as signed statements or by duly sworn affidavits. Subject to Rule 22.2 any party may request that such a witness should attend for oral examination at a hearing. If he fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or exclude it altogether.
- 22.5 Subject to the mandatory provisions of any applicable law it shall be proper for any party or its legal practitioners to interview any witness or potential witness prior to his appearance at any hearing.

Rule 23 Experts Appointed by the Tribunal

- 23.1 Unless otherwise agreed by the parties, the Tribunal:
- (a) may appoint one or more experts to report to the Tribunal on specific issues;
 - (b) may require a party to give any such expert any relevant information or to produce, or to provide access to any relevant documents, goods or property for inspection by the expert.
- 23.2 Unless otherwise agreed by the parties, if a party so requests or if the Tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing at which the parties shall have the opportunity to question him, and to present expert witnesses in order to testify on the points at issue.

Rule 24 Additional Powers of the Tribunal

- 24.1 Unless the parties at any time agree otherwise, and subject to any mandatory limitations of any applicable law, the Tribunal shall have the power, on the application of any party or of its own motion, but in either case only after giving the parties a proper opportunity to state their views, to:
- (a) determine what are the rules of law governing or applicable to any contract, or arbitration agreement or issue between the parties;
 - (b) order the correction of any such contract or arbitration agreement, but only to the extent required to rectify any mistake which it determines to be common to all the parties and then only if and to the extent to which the rules of law governing or applicable to the contract permit such correction;
 - (c) allow other parties to be joined in the arbitration with their express consent, and make a single final award determining all disputes between them;

- (d) allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
- (e) extend or abbreviate any time limits provided by these Rules or by its directions;
- (f) conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
- (g) order the parties to make any property or thing available for inspection, in their presence, by the Tribunal or any expert;
- (h) order the preservation, storage, sale or other disposal of any property or thing under the control of any party;
- (i) order any party to produce to the Tribunal, and to the other parties for inspection, and to supply copies of, any documents or classes of documents in their possession or power which the Tribunal determines to be relevant.

24.2 By agreeing to arbitration under these Rules the parties shall be taken to have agreed to apply only to the Tribunal, and not to any court of law or other judicial authority, for an order under paragraphs (g), (h) or (i) of Rule 24.1.

Rule 25 Jurisdiction of the Tribunal

- 25.1 The 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 which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.
- 25.2 A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. In either case the Tribunal may nevertheless admit a late plea under this paragraph if it considers the delay justified.
- 25.3 In addition to the jurisdiction to exercise the powers defined elsewhere in these rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed in the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.

Rule 26 Deposits and Security

- 26.1 The Tribunal may at any time after it has been constituted direct each party to deposit an equal amount with the Centre as an advance of the costs referred to in Rule 29. Interest on sums deposited, if any, shall be accumulated to the deposits.
- 26.2 During the course of the arbitration proceedings the Tribunal may request supplementary deposits from the parties.
- 26.3 The Tribunal shall have the power to order any party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner the Tribunal thinks fit.
- 26.4 By agreeing to arbitration under these Rules the parties shall be taken to have agreed to apply only to the Tribunal, and not to any court of law or other judicial authority, for an order under Rule 26.1 or 26.2, or for an order for security for costs under Rule 26.3.
- 26.5 Without prejudice to the right of any party to apply to a competent court for pre-award conservatory measures (except those referred to in Rules 26.1 or 26.2, and 26.3), the Tribunal shall also have the power to order any party to provide security for all or part of any amount in dispute in the arbitration.
- 26.6 In the event that orders under Rules 26.1, 26.2 and 26.3 are not complied with, the Tribunal may disregard claims or counterclaims by the non-complying party, although it may proceed to determine claims or counterclaims by complying parties.

Rule 27 The Award

- 27.1 The Tribunal shall make its award in writing within forty-five (45) days from the date on which the hearings are closed and, unless all the parties agree otherwise, shall state the reasons upon which its award is based. The award shall state its date and shall be signed by the arbitrator or arbitrators.
- 27.2 If any arbitrator refuses or fails to comply with the mandatory provisions of any applicable law relating to the making of the award, having been given a reasonable opportunity to do so, the remaining arbitrators shall proceed in his absence.
- 27.3 Where there is more than one arbitrator and they fail to agree on any issue, they shall decide by a majority. Failing a majority decision on any issue, the presiding arbitrator of the Tribunal shall make the award alone as if he were sole arbitrator. If an arbitrator refuses or fails to sign the award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.
- 27.4 The sole arbitrator or presiding arbitrator shall be responsible for delivering the award to the Registrar, which shall transmit certified copies to the parties provided that the costs of the arbitration have been paid to the Centre in accordance with Rule 29.

- 27.5 Awards may be expressed in any currency, and the Tribunal may award that simple or compound interest shall be paid by any party on any sum which is the subject of the reference at such rates as the Tribunal determines to be appropriate, without being bound by legal rates of interest, in respect of any period which the Tribunal determines to be appropriate ending not later than the date upon which the award is complied with.
- 27.6 The Tribunal may make separate final awards on different issues at different times, which shall be subject to correction under the procedure specified in Rule 28. Such awards shall be enforceable.
- 27.7 In the event of a settlement, the Tribunal may render an award recording the settlement if any party so requests. If the parties do not require a consent award, then on confirmation in writing by the parties to the Registrar that a settlement has been reached the Tribunal shall be discharged and the reference to arbitration concluded, subject to payment by the parties of any outstanding costs of the arbitration in accordance with Rule 29.
- 27.8 By agreeing to arbitration under these Rules, the parties undertake to carry out the award without delay, and waive their right to any form of appeal or recourse to a court of law or other judicial authority, insofar as such waiver may be validly made. Awards shall be final and binding on the parties as from the date they are made.

Rule 28 Correction of Awards and Additional Awards

- 28.1 Within thirty (30) days of receipt of the award, unless another period of time has been agreed upon by the parties, a party may by notice to the Registrar request the Tribunal to correct in the award any errors in computation, any clerical or typographical errors or any errors of a similar nature. If the Tribunal considers the request to be justified, it shall make the corrections within thirty (30) days of receipt of the request. Any correction, which shall take the form of a separate memorandum, shall become part of the award
- 28.2 The Tribunal may correct any error of the type referred to in Rule 28.1 on its own initiative within thirty (30) days of the date of the award.
- 28.3 Unless otherwise agreed by the parties, a party may, within thirty (30) days of receipt of the award, and with notice to the other party or parties, by notice to the Registrar request the Tribunal to make an additional awards as to claims presented in the arbitral proceedings but not dealt with in the award. If the Tribunal considers the request to be justified, it shall make the additional award within forty-five (45) days.
- 28.4 The provisions of Rule 27 shall apply mutatis mutandis to a correction of the award and to any additional award.

Rule 29 Costs

29.1 The costs of the arbitration (other than the legal or other costs incurred by the parties themselves) shall be fixed by the Tribunal in its award. The term 'cost' includes only:

- (a) the fees of the Tribunal to be stated separately as to each arbitrator and to be fixed by the Tribunal itself in accordance with Rule 30;
- (b) the travel and other expenses incurred by the arbitrators;
- (c) the costs of expert advice and of other assistance required by the Tribunal;
- (d) the travel and other expenses of witnesses to the extent such expenses are approved by the Tribunal;
- (e) the costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
- (f) any fees and expenses of the appointing authority;
- (g) expenses reasonable incurred by the Centre in connection with the arbitration as well as its administrative charges.

29.2 The Tribunal shall specify in the award the total amount of the costs of the arbitration. Unless the parties shall agree otherwise, the Tribunal shall determine the proportions in which the parties shall pay all or part of them to the Centre. If the Tribunal has determined that all or any part of the costs of the arbitration shall be paid by any party other than a party which has already paid them to the Centre, the latter shall have the right to recover the appropriate amount from the former.

29.3 The Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a party (apart from the costs of the arbitration) be paid by another party.

29.4 If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final award is made, the parties shall be jointly and severally liable to pay the costs of the arbitration as determined by the Tribunal. In the event that the costs so determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing agreement, in the same proportions as the deposits were made.

Rule 30 Amount of Tribunal's Fees

30.1 The fees of the Tribunal 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.

- 30.2 If an appointing authority has been agreed upon by the parties or designated by the Chairman, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the Tribunal in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.
- 30.3 If such appointing authority has not issued a schedule of fees for arbitrators in international cases, and if the parties fail to agree, an appropriate rate shall be determined by the Registrar and communicated in writing to the parties.
- 30.4 In all cases when a party so requests, the Tribunal shall fix its fees only after consultation with the Registrar who may make any comment he deems appropriate to the arbitral tribunal concerning the fees.

Rule 31 Exclusion of Jurisdiction of Court

31. If the parties have chosen Singapore as the place of arbitration, the parties agree in accordance with section 30 of the Singapore Arbitration Act that the right of appeal of either party to the High Court of Singapore under section 28 of the Act shall be excluded in relation to the award of the Tribunal and that neither party shall have the right to the High Court of Singapore under section 29(1)(a) of the Act for the determination of any question of law arising in the course of the reference to arbitration.

Rule 32 Exclusion of Liability

- 32.1 Neither the Centre nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, save that the arbitrator (but not the Centre) may be liable for the consequences of conscious and deliberate wrongdoing.
- 32.2 After the award has been made and the possibilities of correction and additional awards referred to in Rule 28 have lapsed or been exhausted, neither the Centre nor any arbitrator shall be under any obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make any arbitrator or any officer of the Centre a witness in any legal proceedings arising out of the arbitration.

Rule 33 General Provisions

- 33.1 A party who knows that any provisions of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.
- 33.2 The provisions in these Rules shall insofar as they relate to the powers and functions of the Tribunal be interpreted by the Tribunal. All other provisions herein shall be interpreted and applied by the Registrar.

33.3 In all matters not expressly provided for in these Rules, the Chairman, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure that the award is legally enforceable.