



# Expedited Arbitration Rules

In force as from 1 June 2020



# LCAM Expedited Arbitration Rules

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## **Article 1 Introduction**

- 1.1. These Rules are the London Chamber of Arbitration and Mediation (LCAM) Expedited Arbitration Rules (“the Rules”). They are effective 1 June 2020.
- 1.2. The Rules contain a complete stand-alone documents-only procedure for the resolution of disputes through arbitration by a sole arbitrator appointed by LCAM. The procedure administered by LCAM under the Rules is intended to be simple, expedited and cost effective.
- 1.3. For purposes of interpretation and of resolving any questions not addressed in the Rules, regard may be had to LCAM Arbitration Rules effective 1 June 2020 (“the LCAM Arbitration Rules”).
- 1.4. The provisions of the following Articles of LCAM Arbitration Rules are incorporated in the Rules:
  14. Impartiality and Independence [of arbitrators]
  15. Challenge to Arbitrators
  16. Release from an Appointment
  17. Replacement Arbitrators
  46. Confidentiality
  47. Enforcement
  48. Exclusion of liability
- 1.5. The Rules comprise these Articles, the Articles of LCAM Arbitration Rules specified in Article 1.4, and the Schedule of Costs.

## **Article 2 Application of the Rules**

- 2.1 The Rules shall apply to any dispute which parties have agreed should be referred to arbitration under the Rules. Such an agreement shall be made or evidenced in writing, whether signed or

not and whether contained in a document or in an exchange of communications and whether in in hard copy or electronic. It may name the Rules or it may refer to the expedited procedure or simplified procedure or small claims procedure of LCAM, the London Chamber of Arbitration or the London Chamber of Commerce and Industry.

- 2.2 Any such agreement may contain a monetary limit for claims. Unless the parties agree otherwise, such limit shall be deemed to exclude interest and costs.
- 2.3 In the event that a counterclaim exceeds any such agreed monetary limit, the Rules shall not apply to that counterclaim unless the parties agree otherwise. If the parties agree after the commencement of the arbitration under the Rules that both the claim and counterclaim shall be submitted instead to LCAM under LCAM Arbitration Rules, any arbitrator already appointed under the Rules may retain jurisdiction if the parties and the LCAM Board agree.
- 2.4 An agreement to submit a dispute involving more than one party on either side to arbitration under the Rules shall only be effective if the dispute arises from the same contract and set of facts and if the Board confirms, in its discretion, that the arbitration may proceed. Each side in such proceedings shall deliver joint submissions and shall have the same legal representatives, if any.

### **Article 3 Commencement of arbitration**

Arbitration is commenced under the Rules on the date on which LCAM receives the Request for Expedited Arbitration under Article 4 (the "Commencement Date") and not on any prior date, including, but not limited to, any date on which any of the parties has sent notices to the other(s)

or on which the parties have agreed the appointment of an arbitrator or on which any other event has taken place.

### **Article 4 Request for Expedited Arbitration**

- 4.1 Any party wishing to commence an arbitration under the Rules shall deliver to LCAM, on the online form available on LCAM's website, a written Request for Expedited Arbitration (the "Request") which shall include:
- a. A statement of the names, postal, business and registered addresses, telephone numbers and email addresses of the parties and their legal representatives if instructed;
  - b. The full terms of the arbitration agreement or clause relied upon by the Claimant in commencing arbitration under the Rules;
  - c. A brief summary of the dispute and of the issues to be determined;
  - d. A statement of the relief sought by the Claimant, including the anticipated value of any monetary relief;
  - e. If agreed, the name and contact details of a jointly nominated arbitrator to whom the parties would like to submit their dispute; and
  - f. If the parties have not agreed upon an arbitrator, a statement of any qualifications and expertise which the Claimant would like an appointed arbitrator to possess and whether these have been agreed by the parties.
- 4.2 The Request shall be accompanied by the following:

- a. The Claimant's Statement of Claim;
  - b. Copies of relevant contractual documents, including a copy of the arbitration agreement relied upon by the Claimant in commencing arbitration under the Rules;
  - c. Copies of other documents in support of the Claimant's claim, including witness statements; and
  - d. Evidence of any agreement between the parties in relation to the arbitrator to be appointed.
- 4.3 Before or on the Commencement Date, the Claimant shall pay by bank transfer the Expedited Arbitration Fee, the amount of which shall be determined in accordance with the Schedule of Costs in force on the Commencement Date. Failure by the Claimant to pay the Expedited Arbitration Fee in full and on time may be treated by LCAM as a withdrawal of the Request.
- 4.4 The Claimant shall send copies of the Request and of all accompanying documents to the Respondent before or on the Commencement Date by email or by such other means as to ensure that they are received by the Respondent no later than the Commencement Date.
- 4.5 A Request may be delivered by or on behalf of more than one Claimant jointly and it may identify more than one Respondent, subject to Article 2.4. The terms "Claimant" and "Respondent" in the Rules therefore include the plural.

## **Article 5 Answer**

- 5.1 Within seven days of the Commencement Date,

the Respondent shall deliver to LCAM an Answer which shall include:

- a. Confirmation of the parties' details as set out in the Request and any supplementary or different details;
  - b. Any objection to the jurisdiction of LCAM and to arbitration under the Rules as invoked by the Claimant and the reasons for any such objection;
  - c. Admission or denial of all or part of the claim as summarised in the Request;
  - d. A statement of any counterclaim and of its anticipated monetary value; and
  - e. Comments on the Claimant's proposals, if any, for the qualifications and expertise of the arbitrator to be appointed and any alternative proposals.
- 5.2 If the Respondent intends to advance a counterclaim, it shall, before or upon delivery of its Answer, pay by bank transfer the Counterclaim Fee, the amount of which shall be determined in accordance with the Schedule of Costs in force on the Commencement Date. Failure by the Respondent to pay the Counterclaim Fee in full and on time may be treated by the arbitrator and LCAM as a withdrawal of the counterclaim.

## **Article 6 Dismissal for manifest lack of jurisdiction**

- 6.1 If the Board decides, before appointing an arbitrator, that LCAM manifestly lacks jurisdiction over the dispute, it may dismiss the case.
- 6.2 In the event of such a dismissal, LCAM shall re-

turn to the parties the Expedited Arbitration Fee and the Counterclaim Fee after deducting any administrative fees and expenses incurred.

## **Article 7 Appointment of arbitrator**

- 7.1 If the parties have jointly nominated an arbitrator, who is identified in the Request or otherwise, the Board will proceed directly to the appointment of the parties' candidate following delivery of the Answer, subject to the satisfactory completion by the arbitrator of a statement of impartiality, independence and availability, the arbitrator's written acceptance of LCAM Terms of Business, and confirmation by the Board.
- 7.2 In the absence of a joint nomination by the parties, the Board shall select and appoint the arbitrator, subject to the same requirements as provided in Article 7.1. The selection shall be from LCAM Panel unless the Board decides otherwise in its absolute discretion. It shall endeavour to make the appointment within ten days of delivery of the Answer.
- 7.3 The Board shall not select one of its members for appointment as arbitrator. If the parties jointly nominate a member of the Board as arbitrator, the Board may appoint that member, subject to the provisions of Article 7.1, but that member shall take no part in the Board's confirmation of the appointment or in any other function of the Board relating to the arbitration.

## **Article 8 Procedure**

- 8.1 The procedure shall be conducted on a 'documents-only' basis. The arbitrator may, in their absolute discretion, hold short hearings by telephone or video-conference, at no additional cost, for the

purpose of addressing identified issues expeditiously but there shall be no cross-examination of witnesses. It shall not be necessary for the arbitrator to convene a case management conference or to invite proposals for procedural directions.

- 8.2 The basic timetable for the delivery of submissions, and accompanying documents, shall be as provided below but may be modified, at the arbitrator's discretion, within the parameters set out in this Article and to accommodate the provision of additional evidence as set out in Articles 10 and 11 below.
- 8.3 The overall period of time of the arbitral proceedings from the Commencement Date to issue of the arbitrator's award should be no longer than six months. In exceptional circumstances, the arbitrator may request an extension of this period from LCAM Board, which shall fix the length of any extension in its discretion.
- 8.4 Within 28 days of the Commencement Date the Respondent shall deliver to the arbitrator and to the Claimant its Statement of Defence and (if any) Counterclaim together with all supporting documents.
- 8.5 Within 28 days of receipt of the Respondent's Statement of Defence and (if any) Counterclaim, the Claimant shall deliver to the arbitrator and to the Respondent its Statement of Reply and, if applicable, Defence to Counterclaim, together with all supporting documents. The Reply should only address new matters arising in the Respondent's Defence. Unless the arbitrator specifically agrees otherwise, documents in support of the Reply may only be delivered with the statement to the extent that they address matters raised in the Defence. The arbitrator may disregard any elements of the

Reply or any documents submitted with the Reply which do not specifically relate to new matters arising in the Respondent's Defence.

- 8.6 The Respondent may deliver to the arbitrator and to the Claimant within a further 14 days a Statement of Reply to Defence to Counterclaim. The Reply to Defence to Counterclaim should only address new matters arising in the Claimant's Defence to Counterclaim. Unless the arbitrator specifically agrees otherwise, supporting documents may only be delivered with the statement to the extent that they address matters raised in the Defence to Counterclaim. The arbitrator may disregard any elements of the Reply to Defence to Counterclaim or any documents submitted with it which do not specifically relate to new matters arising in the Claimant's Defence to Counterclaim.
- 8.7 Subject to Article 8.3, the arbitrator may grant extensions to the above time limits, on the application of a party or of their own motion, up to an aggregate of 21 days' extensions for each statement.
- 8.8 If a party fails to deliver a statement within a deadline set in this Article or otherwise, the arbitrator may, on the application of the other party or of their own motion, notify the defaulting party that unless the statement is received within a fixed period up to a maximum of 14 days, they will proceed to the award on the basis of the submissions and documents before them.
- 8.9 The arbitrator may at any time before making their award request of either party further information relating to the arguments advanced in its submissions, fixing a deadline within not more than 14 days for delivery of such information and a deadline within not more than 5 days for delivery of any response by the other party. If a party does not

respond to the arbitrator's request, the arbitrator may proceed to the award on the basis of the submissions and documents before them.

- 8.10 Following delivery of the Statement of Reply or, where there is a counterclaim, delivery of the Reply to Defence to Counterclaim, or delivery of further information requested pursuant to Article 8.9, the arbitrator may declare the submissions closed.

## **Article 9 Written statements**

- 9.1 The statements to be delivered under Articles 4 and 8 shall be limited to the following numbers of words each:
- a. Statement of Claim 3000;
  - b. Statement of Defence 3000 and Counterclaim 3000;
  - c. Statement of Reply 1000 and Defence to Counterclaim 3000; and
  - d. Statement of Reply to Defence to Counterclaim 1000.
- 9.2 The statements shall be paginated and set out in numbered paragraphs.
- 9.3 Bundles of supporting documents shall be paginated and, except with the approval of the arbitrator, shall not exceed 200 pages for each statement of claim, counterclaim and defence.
- 9.4 Witness statements may be included in the supporting documents but no witness statement shall be longer than 3000 words.

## **Article 10 Disclosure of documents**

There shall be no disclosure of documents but the arbitrator may, on the application of a party or of their own

motion, order the production of documents relevant to issues in the arbitration. The arbitrator may draw adverse inferences from a failure to comply with such an order.

#### **Article 11 Experts**

Experts' reports shall only be submitted with the prior approval of the arbitrator and shall not exceed 3000 words.

#### **Article 12 Award**

12.1 The arbitrator shall endeavour to make their award within six weeks of the close of submissions and, in any event, within six months of the Commencement Date, subject to obtaining an extension of time from the LCAM Board if there are exceptional circumstances.

12.2 The award shall be final and binding. The parties are deemed to have waived all rights of appeal against the award to the courts.

12.3 The arbitrator shall deliver the signed award to LCAM in a sufficient number of original hard copies to allow each party, LCAM and the arbitrator to receive two. LCAM shall affix its stamp to the award and shall date it before delivering originals and any certified copies to the parties. It shall send a soft copy of the award so signed, stamped and dated, by email to the parties.

#### **Article 13 Costs**

13.1 Unless the parties have agreed otherwise, the arbitrator may decide in the award that they are entitled to recover some or all of their costs from each other, including the fees paid by them to LCAM and their own legal fees and expenses.

13.2 The amount claimed by a party in respect of

legal fees and expenses must be set out in a party's final submissions or in a statement delivered to the arbitrator within seven days of the close of submissions. Detailed breakdowns and explanations are only to be provided if required by the arbitrator.

13.3 The arbitrator shall assess and award legal costs in their discretion and up to a maximum figure set out in the Schedule of Costs.

#### **Article 14 Settlement**

14.1 If the parties settle their dispute after the Commencement Date, they must inform LCAM and the arbitrator immediately.

14.2 If the parties deliver a joint request, and subject to any details which the arbitrator may require, the arbitrator shall make a consent award to record the settlement. The consent award shall be issued in the same manner as an award under Article 12.

14.3 Depending on the stage reached in the proceedings, LCAM may return to the parties, in its absolute discretion, a balance of the Expedited Arbitration Fee and Counterclaim Fee paid by them.

#### **Article 15 Seat and procedural law**

Unless otherwise agreed by the parties, the seat of the arbitration shall be London and the Arbitration Act 1996, and any subsequent amendments or substitution, shall apply to the arbitration.

## Article 16 Communications

- 16.1 All communications shall be in writing and should, in the first instance, be sent by email. Hard copies of communications and of documents shall only be required if directed by the arbitrator.
- 16.2 Any communications which a party sends to the arbitrator must be copied to the other party and to LCAM.

## Schedule of Costs

All fees provided in this document are exclusive of VAT.

	<b>Claimant Full fee upfront (£)</b>	<b>Counter-claim under 100,000 Respondent pays additional (£)</b>	<b>If counterclaim is above 100,000 Respondent pays (£)</b>
Up to £100k	2500	1500	3000
Above £100k	4000	1500	3000

Maximum legal costs recovery (Article 13.3)

Claim and counterclaim under £100,000: £4,000

Claim or counterclaim above £100,000: £6,000

LONDON CHAMBER  
of  
ARBITRATION AND MEDIATION

EFFICIENCY. INNOVATION. RESOLUTION.

**LCAM London Chamber  
of Arbitration and Mediation**

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